

# CITY OF *Beachwood*

Beachwood City Council Meeting  
Monday, June 15, 2026, 7:00 PM  
at Beachwood City Hall, Council Chambers,  
25325 Fairmount Boulevard, Beachwood, Ohio 44122

## Agenda

-Pledge of Allegiance to the Flag of the United States of America-

1. Roll Call
2. Citizen's Remarks (**City Council limits Citizen's Remarks to three (3) minutes each for a maximum of thirty (30) minutes unless so extended at the discretion of the President or a majority of Council per Council Rules of Procedure, Section 7, Rule 7.2**)
3. Reports
  - a. Mayor
  - b. Council Member (non-agenda items)
  - c. Department Directors

## Consent Agenda

### **Approval of Minutes**

Committee of the Whole Meeting held on May 11, 2026

Regular City Council Meeting held on May 18, 2026

## **Ordinances**

### 1. 2026-24

An Ordinance authorizing and directing the payment of Certain Claims (Bills) for professional and other services; and declaring this to be an urgent measure

## **Motions**

1. A Motion authorizing the Clerk of Council to advertise for Bids for the Richmond Road Corridor Traffic Signal Upgrade Project per BCO 121.09 and ORC 7.16

**Old Business (Regular Agenda)**

**Ordinances**

1. **2026-19**

An Ordinance Rezoning 2547 Edgewood Drive (PPN# 741-08-034) 2555 Edgewood Drive (PPN# 741-08-036) and 2561 Edgewood Drive (PPN# 741-08-037), from U-1 Single Family Residential District to U-5 Public and Institutional District

**Placed on First Reading and Referred to Planning and Zoning Commission: April 20, 2026**

**Referred back from Planning and Zoning Commission with Positive Recommendation:**

**May 28, 2026**

**Place on Second Reading and Refer to Public Hearing:**

**New Business (Regular Agenda)**

**Ordinances**

1. **2026-25**

An Ordinance Amending Beachwood Codified Ordinance Section 1155.06 titled "Food Trucks"; and declaring this to be an urgent measure

**Resolutions**

1. **2026-58**

A Resolution authorizing the Mayor to enter into a Job Creation Incentive Grant Agreement with Building Block Therapy, LLC; and declaring this to be an urgent measure

1. **2026-59**

A Resolution adopting the 2026 Alternative Tax Budget of the City of Beachwood for Fiscal Year 2027; and declaring this to be an urgent measure

2. **2026-60**

A Resolution designating Depositories for Active, Inactive, and Interim Funds of the City of Beachwood; and declaring this to be an urgent measure

3. **2026-61**

A Resolution authorizing the continued engagement of the Law Firm of Kutak Rock, LLP for Legal Services for the City of Beachwood; and declaring this to be an urgent measure

4. **2026-62**

A Resolution authorizing the Mayor to enter into a Permanent and Temporary Construction Easement for the Installation and Maintenance of Sanitary and Storm Sewers and Landscape Improvements; and declaring this to be an urgent measure

5. **2026-63**

A Resolution authorizing the Mayor to enter into an agreement with Rollins, Inc D/B/A Orkin, LLC for Pest Control Services for the City of Beachwood; and declaring this to be an urgent measure

6. **2026-64**

A Resolution authorizing the Mayor to accept a Quotation for the purchase of parts to rebuild five Wausau Snowplows for the City of Beachwood; and declaring this to be an urgent measure

7. **2026-65**

A Resolution accepting a Quotation for the Rental of Inflatables and Other Associated Equipment for the 2026 City of Beachwood Fall Festival; and declaring this to be an urgent measure

**Any other matters coming before City Council**

**Adjournment**

**Tabled Items**

1. **Ordinance No. 2026-23**

An Ordinance creating Beachwood Codified Ordinance Chapter 407 titled "Automated Speed and Traffic Enforcement Program"; and declaring this to be an urgent measure

**Tabled until September 30, 2026**

2. **Resolution No. 2026-54**

A Resolution authorizing the Mayor to enter into a Processing Services Agreement with Sitestream, LLC for Automated Traffic Enforcement Equipment and Related Services; and declaring this to be an urgent measure

**Tabled until September 30, 2026**

**Next Regular Council Meeting will be held on: Monday, July 13, 2026 at 7:00 PM in Council Chambers. For all updates regarding Council Meetings, please visit: [www.BeachwoodOhio.com](http://www.BeachwoodOhio.com)**

**Council Members: Danielle Shoykhet – President**

**Jillian DeLong – Vice-President**

**Alec Isaacson, Alex Jacobs, Peter L. Smith**

**Ali B. Stern, June E. Taylor**

**Clerk of Council: Whitney M. Crook, MMC, OCPM**

# CITY OF *Beachwood*

**BEACHWOOD CITY COUNCIL  
COMMITTEE OF THE WHOLE MEETING MINUTES  
MONDAY, MAY 11, 2026, 4:30 PM  
at BEACHWOOD CITY HALL, CONFERENCE ROOM A,  
25325 Fairmount Boulevard, Beachwood, Ohio 44122**

Called to order at 4:30 PM by Council President Danielle Shoykhet

1. Roll Call

Present – Ms. DeLong, Ms. Jacobs, Ms. Shoykhet, Mr. Smith, Ms. Stern, Ms. Taylor

Absent – Mr. Isaacson

Others Present – Mayor Berns, Mr. Heiser, Mr. Hunt, Mr. Lombardi, Mr. Smerigan, Ms. Turick

2. Mayor's Report

None.

Executive Session to consider confidential information related to the specific business strategy of an applicant for economic development assistance, which information:

- Is directly related to a request for economic development assistance under Ohio Revised Code Chapter 725 and Sections 3735.67 to 3735.70 and 5709.40 to 5709.43; and
- The executive session is necessary to protect the interests of the applicant and the possible expenditure of public funds to be made in connection with the economic development project.

Moved by Ms. Shoykhet, seconded by Ms. DeLong, at 4:31 P.M. to enter Executive Session.

ROLL CALL:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

Back on the Record at 5:46 P.M.

3. Any other matters coming before the Committee of the Whole

None.

**Adjournment**

Adjourn by Ms. DeLong at 5:46 PM

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

\*\*\*\*\*

**Pursuant to Ordinance Number 2020-78 Council has determined that the Video Recording of the meetings shall stand as the official Minutes of its Body, its Committees, and those of the Planning and Zoning Commission.**

**A written synopsis of all agenda items and votes shall also be promptly prepared and kept**

# CITY OF Beachwood

REGULAR CITY COUNCIL MEETING MINUTES  
MONDAY, MAY 18, 2026, 7:00 PM  
AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS,  
25325 FAIRMOUNT BOULEVARD,  
BEACHWOOD, OHIO 44122

Called to order at 7:00 PM by Council President Danielle Shoykhet

-Pledge of Allegiance to the Flag of the United States of America-

1. Roll Call

Present - Ms. DeLong, Mr. Isaacson, Ms. Shoykhet, Mr. Smith, Ms. Stern, Ms. Taylor

Absent - Ms. Jacobs

Others Present - Mayor Berns, Mr. Arrietta, Ms. Bieterman, Ms. Gallagher, Police Chief Grispino, Mr. Heiser, Fire Chief Holtzman, Mr. Lombardi, Mr. Rose, Mr. Schroeder, Ms. Supler, Ms. Turick

2. Citizen's Remarks (**City Council limits Citizen's Remarks to three (3) minutes each for a maximum of thirty (30) minutes unless so extended at the discretion of the President or a majority of Council per Council Rules of Procedure, Section 7, Rule 7.2)**)

**(Please see Video Recording for full remarks:**

**<https://www.beachwoodohio.com/528/Live-Stream-Recorded-Meetings>)**

Kyle Fishman

Mr. Fishman made remarks

Boris Morrison

Mr. Morrison made remarks

Matt Hildebrand

Mr. Hildebrand made remarks

Shana Wallenstein

Ms. Wallenstein made remarks

### 3. Reports

#### a. Mayor

Mayor Berns stated that he and several members of City Council attended the Beachwood 100 Annual Scholarship Dinner.

He also remarked on the Beachwood Historical Society's annual Hometown Heroes Ceremony, which was held prior to the meeting. Mayor Berns congratulated this year's Hometown Heroes, including Beachwood employees Firefighter/Paramedic Mike Holtzman, City Administrator Tina Turick, and Police Lieutenant Kevin Owens, who were recognized for their service and contributions to the community.

He also noted the upcoming dedication of Gordon Gateway Park and the upcoming official seasonal opening of the Beachwood Family Aquatic Center.

#### b. Council Members (non-agenda items)

Councilmember Stern thanked the Recreation Department and Police Department for organizing the Cookout with a Cop event and recognized their efforts in bringing the community together.

#### c. Department Directors

Mr. Arrieta reported that Tri-Mor has begun the City's road resurfacing program. He encouraged residents with questions regarding the project to contact the Public Works Department.

Mr. Rose provided an update on the City's Shred Day event, noting that 382 residents participated and approximately 13,790 pounds of paper were collected for secure shredding. He thanked City staff for their assistance in making the event a success.

Ms. Bieterman provided an economic development update, including her recent attendance at the OhioX Conference. She also reminded Council of an upcoming Chamber of Commerce event in partnership with Team NEO.

## Consent Agenda

Approval of Minutes:

**Regular City Council Meeting held on May 4, 2026**

### Ordinances

**1. 2026-20**

An Ordinance authorizing and directing the payment of certain claims (Bills) for professional and other services; and declaring this to be an urgent measure

**2. 2026-21**

An Ordinance declaring certain property used by the Public Works Department as Surplus Property no longer needed for Public Use and authorizing its sale on GovDeals, Inc. in accordance with Codified Ordinance Section 131.03(a); and declaring this to be an urgent measure

Moved by: A. Stern, Seconded by: D. Shoykhet

**Voice Vote**

**On the Suspension:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Old Business (Regular Agenda)**

**Ordinances**

**1. 2025-16**

An Ordinance Expanding and Modifying the Terms and Tax Exemptions of the Commerce Park Community Reinvestment Area; and declaring this to be an urgent measure

**Placed on First Reading: April 20, 2026**

**Placed on Second Reading: May 4, 2026**

**Placed on Third and Final Reading: May 18, 2026**

Moved by: J. DeLong, Seconded by: P. Smith

**Voice Vote**

**On the Adoption:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

**PLACED ON THIRD  
AND FINAL READING  
MOTION ADOPTED**

**New Business (Regular Agenda)**

**Ordinances**

**1. 2026-22**

An Ordinance Amending Appropriations for Current Expenditures and Other Expenses of the City of Beachwood, State of Ohio, for the Fiscal Year 2026 (January 1, 2026 to December 31, 2026, inclusive); and declaring this to be an urgent measure

Moved by: J. Taylor, Seconded by: A. Stern

**Voice Vote**

**On the Suspension:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

**MOTION ADOPTED**

**Voice Vote**

**On the Adoption:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

**MOTION ADOPTED**

**2. 2026-23**

An Ordinance creating Beachwood Codified Ordinance Chapter 407 titled "Automated Speed and Traffic Enforcement Program"; and declaring this to be an urgent measure

Introduced by: P. Smith, Seconded by: J. DeLong

Motion was made to Place on First Reading:  
Moved by: D. Shoykhet, Seconded by: A. Stern

**Voice Vote**

**On the Adoption:**

Yes: 2  
No: 4  
Abstain: 0  
Not Voting: 0  
MOTION NOT ADOPTED

Motion was made to Table until September 1, 2026  
Moved by: A. Isaacson, Seconded by: P. Smith

**Voice Vote**

**On the Adoption:**

Yes: 4  
No: 2  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED -  
TABLED UNTIL SEPT 1<sup>st</sup>

**Resolutions**

**1. 2026-54**

A Resolution authorizing the Mayor to enter into a Processing Services Agreement with Sitestream, LLC for Automated Traffic Enforcement Equipment and Related Services; and declaring this to be an urgent measure

Moved by: A. Isaacson, Seconded by: P. Smith

**Voice Vote**

**On the Adoption:**

Yes: 6  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED -  
TABLED UNTIL SEPT 1<sup>st</sup>

**2. 2026-55**

A Resolution Approving an Increase to the Sanitary and Storm Sewer County Maintenance Fee; and declaring this to be an urgent measure

Moved by: D. Shoykhet, Seconded by: A. Isaacson

**Voice Vote**

**On the Suspension:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**3. 2026-56**

A Resolution Accepting a Certain Bid from Geauga Highway Company for the 2026 Asphalt Road Program; and declaring this to be an urgent measure

Moved by: A. Stern, Seconded by: J. Taylor

**Voice Vote**

**On the Suspension:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**4. 2026-57**

A Resolution authorizing the Mayor to enter into a Lease Agreement with Millenium Control Systems, LLC to Occupy Certain Space within the City-owned building located at 23456 Mercantile Road, Beachwood, Ohio; and declaring this to be an urgent measure

Moved by: J. Taylor, Seconded by: P. Smith

**Voice Vote**

**On the Suspension:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Any other matters coming before City Council**

None

**Adjournment**

Adjourn to the next Regular City Council Meeting at 7:50 PM

Approved:

---

Clerk

---

Mayor

Next Regular Council Meeting will be held on: Monday, June 15, 2026 at 7 PM in Council Chambers. For all updates regarding Council Meetings, please visit:  
[www.BeachwoodOhio.com](http://www.BeachwoodOhio.com)

**Council Members: Danielle Shoykhet - Council President**  
**Jillian DeLong – Council Vice-President**  
**Alex Jacobs, Alec Isaacson, P. Smith,**  
**Ali B. Stern, June E. Taylor**  
**Clerk of Council: Whitney M. Crook, MMC, CPM**

AN ORDINANCE AUTHORIZING AND DIRECTING THE PAYMENT OF CERTAIN CLAIMS (BILLS) FOR PROFESSIONAL AND OTHER SERVICES; AND DECLARING THIS TO BE AN URGENT MEASURE

BE IT ORDAINED by the Council of the City of Beachwood, State of Ohio, that the Director of Finance is hereby authorized and directed to issue his respective warrants for the following claims, to wit:

Section 1:

<b>For Supplies and Services</b>	<b>June 15th , 2026</b>	<b>\$</b>	<b>79,437.91</b>
GPD	Engineering Services	\$	57,834.30
Kutak Rock	Legal Services	\$	8,068.50
Michael Wildermuth	Plan Review Service	\$	875.00
Osborn Engineering	Professional Services	\$	8,600.00
Perspectus Architecture	Professional Services	\$	512.50
Stryker Sales Corp.	Invoice	\$	3,547.61

Section 2: It is found and determined that all formal actions and deliberation of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Ordinance is hereby declared an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City; and for the further reason that it is necessary to approve said item and/or services available for use at the earliest possible time, to serve the City of Beachwood and its citizens.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify that this legislation was duly adopted on the 15th of June 2026 and presented to the Mayor.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 16th day of June 2026 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

**Summary of Engineering Invoices**  
 June 1, 2026 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	ENCUMBRANCES		
								2026	2025	2024
2025119.02-13	5/8/2026	\$240.00	\$0.00	\$240.00	Capital				X	
2025119.11-8	5/8/2026	\$2,620.00	\$0.00	\$2,620.00	Capital				X	
2026119.00-4R	5/8/2026	\$2,390.00	\$0.00	\$1,960.00	General		X			
2026119.02-3	5/8/2026	\$5,288.50	\$0.00	\$5,288.50	Capital		X			
2026119.03-2R	5/8/2026	\$44,417.80	\$0.00	\$44,847.80	Capital		X			
2026119.04-1	5/8/2026	\$2,108.00	\$0.00	\$2,108.00	General		X			
2025119.10-3	5/8/2026	\$770.00	\$0.00	\$770.00	General					X
<b>Total To Pay</b>				<b>\$57,834.30</b>						
<b>Total Capital Fund</b>				<b>\$52,996.30</b>						
<b>Total General Fund</b>				<b>\$4,838.00</b>						
<b>Total Deposits</b>				<b>\$0.00</b>						
<b>Total Street Const. Mant.</b>				<b>\$0.00</b>						
<b>Less: Billable Charges</b>				<b>\$0.00</b>						
<b>Net Paid by City:</b>				<b>\$57,834.30</b>						



**Mail Payment To:**  
**PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven**  
**Lockbox Number 952032**  
**4100 W 150th St**  
**Cleveland, OH 44135**

**Invoice**  
**RECEIVED**

MAY 26 2026

FINANCE DEPT

City of Beachwood  
 Attn: Larry Heiser, Finance Director  
 accounts@beachwoodohio.com  
 25325 Fairmount Blvd.  
 Beachwood, OH 44122

May 08, 2026  
 Invoice No: 2025119.02 - 13

<b>Invoice Total</b>	<b>\$240.00</b>
----------------------	-----------------

Project 2025119.02 Beachwood - 2025 Road Program  
**Professional Services from March 28, 2026 to April 24, 2026**

Task 200 Construction Administration w/o Inspecti  
**Professional Personnel**

	Hours	Rate	Amount
Design Engineer Villers, Alicia	2.00	120.00	240.00
Totals	2.00		240.00
<b>Total Labor</b>			<b>240.00</b>
<b>Total this Task</b>			<b>\$240.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	240.00	88,158.40	88,398.40
Limit			105,000.00
Remaining			16,601.60
<b>Total this Invoice</b>			<b>\$240.00</b>

**Outstanding Invoices**

Number	Date	Balance
12	2/13/2026	120.00
<b>Total</b>		<b>120.00</b>

*SVC*  
 APPROVED FOR PAYMENT  
 BY: [Signature]  
 DATE: 5/17/26  
 P/O: 2025-00165

**GPD Associates Invoices**  
 BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
01/10/25	2025119.02-1	2025119.02	12/21/24	SERVICE	\$24,456.89
02/14/25	2025119.02-2	2025119.02	01/31/25	SERVICE	\$14,869.75
03/14/25	2025119.02-3	2025119.02	02/28/25	SERVICE	\$5,623.25
04/10/25	2025119.02-4	2025119.02	03/28/25	SERVICE	\$13,339.25
05/09/25	2025119.02-5	2025119.02	04/25/25	SERVICE	\$8,310.38
06/06/25	2025119.02-6	2025119.02	05/30/25	SERVICE	\$8,540.50
07/11/25	2025119.02-7	2025119.02	06/27/25	SERVICE	\$3,776.00
08/06/25	2025119.02-8	2025119.02	07/25/25	SERVICE	\$919.25
09/12/25	2025119.02-9	2025119.02	08/29/25	SERVICE	\$4,479.00
10/10/25	2025119.02-10	2025119.02	09/26/25	SERVICE	\$2,458.13
11/14/25	2025119.02-11	2025119.02	10/31/25	SERVICE	\$1,266.00
02/13/26	2025119.02-12	2025119.02	01/30/26	SERVICE	\$120.00
05/08/26	2025119.02-13	2025119.02	04/24/26	SERVICE	\$240.00

\$88,398.40



**Mail Payment To:**  
**PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven**  
**Lockbox Number 952032**  
**4100 W 150th St**  
**Cleveland, OH 44135**

**Invoice**  
**RECEIVED**  
**MAY 26 2026**  
**FINANCE DEPT**

City of Beachwood  
 Attn: Larry Heiser, Finance Director  
 accounts@beachwoodohio.com  
 25325 Fairmount Blvd.  
 Beachwood, OH 44122

May 08, 2026  
 Invoice No: 2025119.11 - 8

**Invoice Total \$2,620.00**

Project 2025119.11 Beachwood - Park East Reconstruction  
Professional Services from March 28, 2026 to April 24, 2026

Task 100 Design  
**Professional Personnel**

	Hours	Rate	Amount
Project Principal			
Hobbs, Michael	4.00	165.00	660.00
Sr. Project Manager			
Gasper, David	2.50	140.00	350.00
Glass, Matthew	9.00	140.00	1,260.00
Smith, Jason	2.50	140.00	350.00
Totals	18.00		2,620.00
<b>Total Labor</b>			<b>2,620.00</b>
		<b>Total this Task</b>	<b>\$2,620.00</b>
		<b>Total this Invoice</b>	<b>\$2,620.00</b>

**Outstanding Invoices**

Number	Date	Balance
5	2/13/2026	18,435.00
7	4/10/2026	37,665.00
<b>Total</b>		<b>56,100.00</b>

*SJK*  
 APPROVED FOR PAYMENT  
 BY: *Cerritza*  
 DATE: 5-14-26  
 P/O: 2025-02334

**GPD Associates Invoices**  
 BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
10/10/25	2025119.11-1	2025119.11	09/26/25	SERVICE	\$1,784.25
11/14/25	2025119.11-2R	2025119.11	10/31/25	SERVICE	\$38,633.25
12/12/25	2025119.11-3	2025119.11	11/28/25	SERVICE	\$27,855.01
12/31/25	2025119.11-4	2025119.11	12/31/25	SERVICE	\$22,895.75
02/13/26	2025119.11-5	2025119.11	01/30/26	SERVICE	\$18,435.00
03/13/26	2025119.11-6	2025119.11	02/27/26	SERVICE	\$3,135.00
04/10/26	2025119.11-7	2025119.11	03/27/26	SERVICE	\$37,665.00
05/08/26	2025119.11-8	2025119.11	04/24/26	SERVICE	\$2,620.00

\$153,023.26



Mail Payment To:  
 PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven  
 Lockbox Number 952032  
 4100 W 150th St  
 Cleveland, OH 44135

**Invoice**

RECEIVED

MAY 26 2026

City of Beachwood  
 Attn: Larry Heiser, Finance Director  
 accounts@beachwoodohio.com  
 25325 Fairmount Blvd.  
 Beachwood, OH 44122

May 08, 2026  
 Invoice No:

2026119.00  
 FINANCE DEPT  
 2026119.00-4R

**Invoice Total \$1,960.00**

Project 2026119.00 Beachwood - General Engineering  
Professional Services from March 28, 2026 to April 24, 2026

Task 100 General Meeting Attendance  
**Professional Personnel**

	Hours	Rate	Amount	
Sr. Project Manager Glass, Matthew	2.00	140.00	280.00	
Totals	2.00		280.00	
<b>Total Labor</b>				<b>280.00</b>
			<b>Total this Task</b>	<b>\$280.00</b>

Task 200 General Engineering (Under \$2,500 Fee)  
**Professional Personnel**

	Hours	Rate	Amount	
Sr. Project Manager Glass, Matthew	12.00	140.00	1,680.00	
Totals	12.00		1,680.00	
<b>Total Labor</b>				<b>1,680.00</b>
			<b>Total this Task</b>	<b>\$1,680.00</b>

**Total this Invoice \$1,960.00** *HC*

**Outstanding Invoices**

Number	Date	Balance
1	2/13/2026	1,525.00
3	4/10/2026	2,260.00
<b>Total</b>		<b>3,785.00</b>

**Billings to Date**

	Current	Prior	Total
Labor	1,960.00	7,045.00	9,005.00
<b>Totals</b>	<b>1,960.00</b>	<b>7,045.00</b>	<b>9,005.00</b>

*C. Arrietta*  
 APPROVED  
 CHRISTOPHER ARRIETTA  
 PUBLIC WORKS DIRECTOR  
 5-14-16  
 DATE  
 CITY OF BEACHWOOD

AKRON / ATLANTA / CLEVELAND / COLUMBUS / DALLAS / HOUSTON  
 INDIANAPOLIS / INDEPENDENCE / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN  
 Net 30 days.

2026-00077

# GPD Associates Invoices

## BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/13/26	2026119.00-1	2026119.00	01/30/26	BUILDING	\$1,525.00
03/13/26	2026119.00-2	2026119.00	02/27/26	BUILDING	\$3,260.00
04/10/26	2026119.00-3	2026119.00	03/27/26	BUILDING	\$2,260.00
05/08/26	2026119.00-4R	2026119.00	04/24/26	BUILDING	\$1,960.00

\$9,005.00



Mail Payment To:  
 PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven  
 Lockbox Number 952032  
 4100 W 150th St  
 Cleveland, OH 44135

RECEIVED  
 MAY 26 2026  
**Invoice**  
 FINANCE DEPT

City of Beachwood  
 Attn: Larry Heiser, Finance Director  
 accounts@beachwoodohio.com  
 25325 Fairmount Blvd.  
 Beachwood, OH 44122

May 08, 2026  
 Invoice No: 2026119.02 - 3

**Invoice Total \$5,288.50**

Project 2026119.02 Beachwood - 2026 Road Program Assistance  
Professional Services from March 28, 2026 to April 24, 2026

Task 001 Road Program Assistance as requested  
**Professional Personnel**

	Hours	Rate	Amount
Office Survey Technician 3 Arnold, Casey	1.00	109.50	109.50
Office Survey Technician 2 Mills, Justin	23.00	93.00	2,139.00
Field Survey Technician 1 Kachline, Dylan	4.00	97.50	390.00
Sr. Project Manager Glass, Matthew	10.00	140.00	1,400.00
Design Engineer Villers, Alicia	5.00	120.00	600.00
CAD Drafter Wolfe, Steven	7.00	84.00	588.00
Project Aid/Clerical DuBose, Amanda	1.00	62.00	62.00
<b>Totals</b>	<b>51.00</b>		<b>5,288.50</b>

**Total Labor**

**5,288.50**

**Total this Task \$5,288.50**

**Total this Invoice \$5,288.50**

**Outstanding Invoices**

Number	Date	Balance
2	4/10/2026	10,736.50
<b>Total</b>		<b>10,736.50</b>

**Billings to Date**

	Current	Prior	Total
Labor	5,288.50	11,756.50	17,045.00
<b>Totals</b>	<b>5,288.50</b>	<b>11,756.50</b>	<b>17,045.00</b>

APPROVED FOR PAYMENT  
 BY: [Signature]  
 DATE: 5-14-26  
 P/O: 2026-01680



# GPD Associates Invoices

## BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
03/13/26	2026119.02-1	2026119.02	02/27/26	SERVICE	\$1,020.00
04/10/26	2026119.02-2	2026119.02	03/27/26	SERVICE	\$10,736.50
05/08/26	2026119.02-3	2026119.02	04/24/26	SERVICE	\$5,288.50

\$17,045.00



**Mail Payment To:**  
**PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven**  
**Lockbox Number 952032**  
**4100 W 150th St**  
**Cleveland, OH 44135**

**Invoice RECEIVED**

MAY 26 2026

FINANCE DEPT

City of Beachwood  
 Attn: Larry Heiser, Finance Director  
 accounts@beachwoodohio.com  
 25325 Fairmount Blvd.  
 Beachwood, OH 44122

May 08, 2026  
 Invoice No: 2026119.03 - 2R

**Invoice Total \$44,847.80**

Project 2026119.03 Beachwood - Bryden San & Storm Sewer Improvements Ph#1  
**Professional Services from March 28, 2026 to April 24, 2026**

Task 001 Design  
**Professional Personnel**

	Hours	Rate	Amount
Sr. Project Manager			
Glass, Matthew	9.00	140.00	1,260.00
Smith, Jason	4.50	140.00	630.00
Wojciechowski, Kevin	15.50	140.00	2,170.00
Design Architect			
Wynn, Ari	57.00	120.00	6,840.00
Design Engineer			
Backus, Harrison	19.00	120.00	2,280.00
Getz, Collin	14.50	120.00	1,740.00
Watson, Tyler	29.00	120.00	3,480.00
Staff Engineer/Architect			
Caserta, Logan	2.00	103.00	206.00
Staff Designer			
Burns, Stephen	30.50	90.00	2,745.00
Eng./Arch. Intern/Coop			
DeLuca, Gianna	94.50	65.00	6,142.50
Totals	275.50		27,493.50
<b>Total Labor</b>			<b>27,493.50</b>
<b>Total this Task</b>			<b>\$27,493.50</b>

**APPROVED**  
*Christopher Arrietta*  
**CHRISTOPHER ARRIETTA**  
**PUBLIC WORKS DIRECTOR**

Task 071 Survey & Base Mapping

**Professional Personnel**

	Hours	Rate	Amount
Office Survey Technician 3			
Arnold, Casey	8.00	109.50	876.00
Office Survey Technician 2			
Ryan, Adam	.50	93.00	46.50
Survey Project Manager			
Treat, Adam	23.00	140.00	3,220.00

**DATE**  
**CITY OF BEACHWOOD**

2026-00734

AKRON / ATLANTA / CLEVELAND / COLUMBUS / DALLAS / HOUSTON  
 INDIANAPOLIS / INDEPENDENCE / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN  
 Net 30 days.

Project	2026119.03	Beachwood - Bryden San & Stm Sewer Impr	Invoice	2R
Staff Designer				
Jones, Nash		32.50	90.00	2,925.00
Project Aid/Clerical				
DuBose, Amanda		1.00	62.00	62.00
Totals		65.00		7,129.50
<b>Total Labor</b>				<b>7,129.50</b>
			<b>Total this Task</b>	<b>\$7,129.50</b>

Task	800	Geotech Engineering		
<b>Professional Personnel</b>				
			<b>Hours</b>	<b>Rate</b>
				<b>Amount</b>
Design Architect				
Wynn, Ari		3.00	120.00	360.00
Design Engineer				
Channels, Nathanael		9.50	120.00	1,140.00
Channels, Timothy		6.00	120.00	720.00
Geotech-Driller/Field/Lab Tech				
Eskamani, Philip		4.00	86.00	344.00
Joliet, Collin		5.00	86.00	430.00
Totals		27.50		2,994.00
<b>Total Labor</b>				<b>2,994.00</b>
			<b>Total this Task</b>	<b>\$2,994.00</b>

Task	840	Geotech Drilling		
<b>Fee</b>				
Total Fee		12,000.00		
Percent Complete	86.7567	Total Earned		10,410.80
		Previous Fee Billing		3,180.00
		Current Fee Billing		7,230.80
		<b>Total Fee</b>		<b>7,230.80</b>
			<b>Total this Task</b>	<b>\$7,230.80</b>

<b>Billing Limits</b>			
Total Billings	44,847.80	Prior	23,903.50
Limit		To-Date	68,751.30
Remaining			590,643.00
			521,891.70
		<b>Total this Invoice</b>	<b>\$44,847.80</b>

<b>Outstanding Invoices</b>			
<b>Number</b>	<b>Date</b>	<b>Balance</b>	
1	4/10/2026	23,903.50	
<b>Total</b>		<b>23,903.50</b>	

IR

# GPD Associates Invoices

## BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/10/26	2026119.03-1	2026119.03	03/27/26	SERVICE	\$23,903.50
05/08/26	2026119.03-2R	2026119.03	04/24/26	SERVICE	\$44,847.80

\$68,751.30



Mail Payment To:  
 PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven  
 Lockbox Number 952032  
 4100 W 150th St  
 Cleveland, OH 44135

RECEIVED  
 INVOICE

MAY 26 2026

FINANCE DEPT

City of Beachwood  
 Attn: Chris Arrietta  
 chris.arrietta@beachwoodohio.gov  
 23355 Mercantile Road  
 Beachwood, OH 44122

May 08, 2026  
 Invoice No: 2026119.04 - 1

<b>Invoice</b>	<b>\$2,108.00</b>
<b>Total</b>	

Project 2026119.04 Beachwood - Pool Pump Replacement Balance  
Professional Services from March 28, 2026 to April 24, 2026

**Fee**

Total Fee	6,800.00		
Percent Complete	31.00	Total Earned	2,108.00
		Previous Fee Billing	0.00
		Current Fee Billing	2,108.00
		<b>Total Fee</b>	<b>2,108.00</b>
		<b>Total this Invoice</b>	<b>\$2,108.00</b>

SJC  
 APPROVED FOR PAYMENT  
 BY: Chris Arrietta  
 DATE: 5-14-26  
 NO: 2026-00077

# GPD Associates Invoices

## BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
05/08/26	2026119.04-1	2026119.04	04/24/26	SERVICE	\$2,108.00

\$2,108.00



Mail Payment To:  
 PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven  
 Lockbox Number 952032  
 4100 W 150th St  
 Cleveland, OH 44135

RECEIVED  
 Invoice  
 2025119.10  
 FINANCE DEPT

City of Beachwood  
 Attn: Chris Arrietta  
 chris.arrietta@beachwoodohio.gov  
 23355 Mercantile Road  
 Beachwood, OH 44122

May 08, 2026  
 Invoice No: 2025119.10 - 3

**Invoice** **\$770.00**  
**Total**

Project 2025119.10 Beachwood - Fairmount School - Master Plan  
Professional Services from March 28, 2026 to April 24, 2026

**Fee**

Total Fee	4,000.00		
Percent Complete	84.00	Total Earned	3,360.00
		Previous Fee Billing	2,590.00
		Current Fee Billing	770.00
		<b>Total Fee</b>	<b>770.00</b>

**Total this Invoice** \$770.00

APPROVED FOR PAYMENT  
 BY: Chris Arrietta  
 DATE: 5-14-26  
 P/O: 2026-00077

# GPD Associates Invoices

## BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
10/10/25	2025119.10-1	2025119.10	09/26/25	SERVICE	\$2,000.00
11/14/25	2025119.10-2	2025119.10	10/31/25	SERVICE	\$590.00
05/08/26	2025119.10-3	2025119.10	04/24/26	SERVICE	\$770.00

\$3,360.00

RECEIVED

JUN 02 2026

FINANCE DEPT

KUTAK ROCK LLP  
CLEVELAND, OHIO

*Larry,  
my renewal notes.  
Cathy*

Check Remit To:  
Kutak Rock LLP  
PO Box 30057  
Omaha, NE 68103-1157

Federal ID [REDACTED]

May 19, 2026

APPROVED FOR PAYMENT

BY: *[Signature]*

DATE: *6/1/26*

Larry Heiser  
City of Beachwood, Ohio  
25325 Fairmount Boulevard  
Beachwood, OH 44122

P/O: \_\_\_\_\_

Invoice No. 3734883  
725-1

TOTAL FOR SERVICES RENDERED

\$8,068.50

TOTAL CURRENT AMOUNT DUE

\$8,068.50



RECEIVED  
MAY 26 2026  
FINANCE DEPT

May 6, 2026

The City of Beachwood  
Accounts Payable Department  
P.O. Box 22659  
Beachwood, Ohio 44122

Re: Building Department  
**INVOICE**  
Plan Review Services for April 2026

Invoice for professional services rendered for the review of plans for compliance with the Ohio Building Code.

Plan Review for the month of April 2026..... \$875.00  
Cost Breakdown Sheet Attached

**Total amount due.....\$875.00**

Respectfully,

*Michael H. Wildermuth*

Michael H. Wildermuth, AIA  
Master Plans Examiner

**APPROVED FOR PAYMENT**  
BY: *Iraci Bellisher*  
DATE: *5-7-26*  
P/O: *2026-00082*

*783 Deposit \$250.00*  
*101 General \$625.00*

38255 RIDGE ROAD WILLOUGHBY, OHIO 44094 440-946-1061/ C 440-749-1877  
mhwildermuth@oh.rr.com



MICHAEL H. WILDERMUTH, AIA, ARCHITECT  
Beachwood Plan Review

April 2026 Beachwood Plan Review				
MHW	Beachwood	Job Name	Time	
Job No	Receipt No.			
CB2609-1 4/23/2026	CBLDBOIL2026-02 (CB 2541-2)	CCF Boiler 26900 Cedar	3.0 H	\$375.00
CB2609-1 4/24/2026	CBLDFA2026-25	CRUNCH FITNESS FA	2.0 H	\$250.00
CB2515-3 5/1/2026	2025 -02847-3	Fuchs Mizrachi HVAC As-Built	2.0 H	\$250.00
		<b>Total</b>	<b>7.0 H</b>	<b>\$875.00</b>

Invoice



RECEIVED  
MAY 13 2026  
FINANCE DEPT

Chris Arrietta  
City of Beachwood  
25325 Fairmount Blvd.  
Beachwood, OH 44122

May 11, 2026  
Project No: J20250839.000  
Invoice No: 75372

Project J20250839.000 City of Beachwood - Chagrin Boulevard Resurfacing

PO Number: 2026-00358

Professional Services through April 24, 2026

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Base Fee	396,050.00	14.296	56,619.50	48,019.50	8,600.00
Total Fee	396,050.00		56,619.50	48,019.50	8,600.00
<b>Total Fee</b>					<b>8,600.00</b>
<b>Total this Invoice</b>					<b><u><u>\$8,600.00</u></u></b>

Outstanding Invoices

Number	Date	Balance
73557	2/19/2026	3,960.50
74939	4/16/2026	28,217.00
<b>Total</b>		<b>32,177.50</b>

Total Now Due \$40,777.50

Billings to Date

	Current	Prior	Total	Received	A/R Balance
Fee	8,600.00	48,019.50	56,619.50		
<b>Totals</b>	<b>8,600.00</b>	<b>48,019.50</b>	<b>56,619.50</b>	<b>15,842.00</b>	<b>40,777.50</b>

APPROVED  
*C. Arrietta*  
CHRISTOPHER ARRIETTA  
PUBLIC WORKS DIRECTOR

5-13-26

DATE

2026-00358

Payment by mail:

Osborn Engineering  
1111 Superior Ave., STE 2100  
Cleveland, OH 44114  
t 216-861-2020  
www.osborn-eng.com



**Perspectus Architecture**  
 1300 East 9th Street, Suite 910  
 Cleveland, OH 44114  
 (216) 752-1800

City of Beachwood  
 Accounts Payable  
 25325 Fairmount Boulevard  
 Beachwood, OH 44122

Invoice number 23759  
 Date 05/18/2026

Project **24135 CITY OF BEACHWOOD - CITY HALL GLAZING REPLACEMENT**


Professional Services through 04/30/2026

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
<b>Basic Services</b>						
Schematic Design/Design Development	5,250.00	100.00	5,250.00	5,250.00	0.00	0.00
Construction Documents	5,125.00	100.00	5,125.00	5,125.00	0.00	0.00
Bidding/Construction Phase Services	5,125.00	100.00	4,612.50	5,125.00	0.00	512.50
Subtotal	15,500.00	100.00	14,987.50	15,500.00	0.00	512.50
Total	15,500.00	100.00	14,987.50	15,500.00	0.00	512.50

Invoice total 512.50

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23759	05/18/2026	512.50	512.50				
	Total	512.50	512.50	0.00	0.00	0.00	0.00

  
 APPROVED  
 CHRISTOPHER ARRIETTA  
 PUBLIC WORKS DIRECTOR  
 5/21/26  
 DATE  
 CITY OF BEACHWOOD  
 2025-01161



1941 Stryker Way, Suite A  
Portage, MI 49002 USA

APPROVED FOR PAYMENT  
BY [Signature]

DATE: 5/14/2026

P/O: 2026-01132

CITY OF BEACHWOOD FIRE DEPT  
ATTN: ACCOUNTS PAYABLE DEPARTMENT  
25325 FAIRMOUNT  
BEACHWOOD OH 44122 - 2253

**Ship to**

20125864

CITY OF BEACHWOOD  
23355 MERCANTILE RD  
BEACHWOOD OH 44122-5909

For product related inquiries please contact:  
Stryker Medical Customer Service: 800-327-0770  
For accounts and billing related inquiries please contact:  
Stryker account receivable: 800-733-2383(Option 2)

RECEIVED

MAY 06 2026

FINANCE DEPT

Invoice

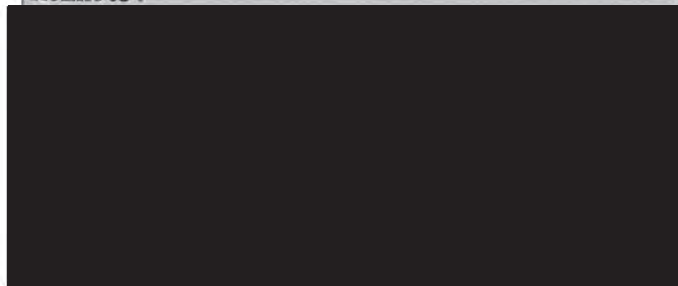
9212234323

Bill to: 20126300

**Customer Information**

Invoice #	9212234323
Invoice Date	05/05/2026
Currency	USD
Payer Number	20126300
Payer Name	CITY OF BEACHWOOD FIRE DEPT

**Remit to :**



Please transmit in CTX format. If CTX is not possible, please send remittance information by email to EFTpayments@stryker.com



**Header Information**

Customer PO	2026-01132		
Payment Terms	Net due in 30 days	Payment Due Date	06/04/2026
Terms of Delivery	PCO		
	ORIGIN		

Item	Item#/GTIN	Description	Quantity / Unit	Unit Price	Extended Price
1	11171-000040	M-LNCS PED ADHESIVE SENSOR,20/BOX, REF 2  Batch Number 24EGQ	1 PAC	437.75	437.75
2	11171-000049 GTIN: 00843997004855	RAINBOW DCI ADT REUSABLESENSOR, REF 2696  Batch Number 25H03	3 PC	740.00	2,220.00

1941 Stryker Way, Suite A  
 Portage, MI 49002 USA

Invoice  
 9212234323

3	11171-000082 GTIN: 00843997013383	RC-4, EMS, RAINBOW, PATIENT CABLE, 4FT, Batch Number 25K07	3 PC	289.60	868.80
				<b>Item Total</b>	3,526.55
				<b>Freight and Handling</b>	21.06
				<b>Gross Amount</b>	3,547.61
Michael Iacobucci Service Level            Ground Carrier                 FEDEX EXPRESS Tracking Numbers      518506076436					

*ln*

The purchase of products pursuant to this invoice is subject to Stryker's then current terms of sale set forth at (see [www.stryker.com/stnc](http://www.stryker.com/stnc)). Any different or additional terms on any purchase order or other document submitted by Buyer are expressly rejected by Stryker. Acceptance of Buyer's purchase order and shipping of Stryker product to Buyer does not serve as acceptance of any such different or additional terms.

The total price shown on this invoice is net of discounts provided at the time of purchase. Some of the products listed on this invoice may be subject to rebates or additional discounts for which separate documentation is provided by Stryker. Customer must (1) claim the value of all discounts and rebates in the fiscal year earned or immediately following fiscal year, (2) properly report and appropriately reflect and allocate prices paid net of all discounts and rebates in Medicare/Medicaid cost reports and all claims for payment filed with third party payers as may be required by law or contract, and (3) provide agents of the United States or a state agency with access to all information from Stryker concerning discounts and rebates upon request.

STRYKER RESERVES THE RIGHT TO CHARGE A 1.5% MONTHLY FINANCE CHARGE (18% PER ANNUM) ON ALL AMOUNTS REMAINING UNPAID AT THE END OF THE NET PERIOD.

NO MERCHANDISE WILL BE ACCEPTED FOR RETURN WITHOUT PRIOR AUTHORIZATION. TO OBTAIN A RETURN AUTHORIZATION OR TO REPORT DISCREPENCIES, PLEASE CALL CUSTOMER SERVICE AT THE NUMBER INDICATED ABOVE. Please refer to [www.stryker.com/returnpolicy](http://www.stryker.com/returnpolicy) for Stryker's product return policies.

## Motion

### BEACHWOOD PUBLIC WORKS DEPARTMENT INTER-OFFICE MEMORANDUM

**TO:** Mayor, Justin Berns

**FROM:** Chris Arrietta, Public Works Director

**DATE:** June 2, 2026

**RE:** Council Agenda Item: Request for Approval to Bid – Richmond Road Corridor Traffic Signal Upgrade Project

---

The GPD Group is nearing completion of the design phase for the traffic signal upgrade project. The scope of work involves replacing traffic stanchions, vehicle and pedestrian signals, traffic control box units and upgrading of pedestrian handicap crosswalk ramps. The majority of the existing infrastructure is over 30 years old and in need of modernization.

The project covers the following primary intersections, along with three additional intersections as a bid alternate:

**Base Bid Locations:**

- Richmond at Zeiger
- Richmond at Police/Fire Station 1 Entrance
- Richmond at Fairmount
- Richmond at High School Drive
- Richmond at Shaker (Westbound)
- Richmond at Shaker (Eastbound)
- Richmond at South Woodland
- Richmond at Science Park

**Bid Alternate Locations:**

- Zeiger at Beachwood Place South Entrance
- Fairmount at City Hall/High School Entrance
- South Woodland at Science Park

With your approval, I would like to place this item on the upcoming Council agenda. Please let me know if you have any questions or require further details.

INTRODUCED BY:

**AMENDED** ORDINANCE NO. 2026-19

AN ORDINANCE REZONING 2547 EDGEWOOD DRIVE (PPN# 741-08-034), 2555 EDGEWOOD DRIVE (PPN# 741-08-036), AND 2561 EDGEWOOD DRIVE (PPN# 741-08-037) FROM U-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO U-5 PUBLIC AND INSTITUTIONAL DISTRICT

WHEREAS, Bais Avrohom Congregation has requested the rezoning of 2547 Edgewood Drive (PPN# 741-08-034), 2555 Edgewood Drive (PPN# 741-08-036), and 2561 Edgewood Drive (PPN# 741-08-037) from U-1 Single Family Residential District to U-5 Public and Institutional District; and

WHEREAS, on May 4, 2026, Council placed the rezoning request on first reading and referred it to the Planning and Zoning Commission for study, report, and recommendation in accordance with BCO 1107.01; and

WHEREAS, Council must refer such requested rezonings to the City's Planning and Zoning Commission for study, a report, and a recommendation in accordance with Beachwood Codified Ordinance Section 1107.01; and

WHEREAS, the Planning and Zoning Commission reviewed the request on May 28, 2026 and recommended the rezoning.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The Council of the City of Beachwood, having received a request for the rezoning of 2547 Edgewood Drive (PPN# 741-08-034), 2555 Edgewood Drive (PPN# 741-08-036), and 2561 Edgewood Drive (PPN# 741-08-037) from U-1 Single Family Residential District to U-5 Public and Institutional District, placed this Ordinance regarding said rezoning on first reading and referred the proposed rezoning to the Planning and Zoning Commission for its study, report and recommendation.

Council is in receipt of the positive recommendation of the Planning and Zoning Commission regarding the issue of rezoning of 2555 Edgewood Drive (PPN# 741-08-036) and 2561 Edgewood Drive, (PPN# 741-08-037) from U-1 Single Family Residential District to U-5 Public and Institutional District and places this item on Second Reading and refers it for a Public Hearing.

If referred to a public hearing, said public hearing shall be held no less than 30 days after the Planning and Zoning Commission's referral back to Council of its recommendation.

If referred to a Committee of Council, a public hearing shall be set after Council's receipt of the report of the Committee.

This Ordinance shall be read by Council on three separate occasions and if it is passed, the proposed rezoning shall become effective upon the operation of law.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

**AMENDED** ORDINANCE NO. 2026-19

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the \_\_\_\_ day of \_\_\_\_\_, 2026 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this \_\_\_\_ day of \_\_\_\_\_, 2026 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

## PLANNING & ZONING APPLICATION

**Form must be completed or will not be processed**

APPLICATION DATE: 8/15/2025

OWNER OF BUILDING: 2555 Edgewood Dr LLC & Rik Enterprises, LLC PHONE: 216-242-7192

STREET ADDRESS: 2555 Edgewood Dr & 2561 Edgewood Dr.

CITY/STATE/ZIP: Beachwood, Ohio 44122

APPLICANT: Bais Avraham (DBA) PHONE: 216-924-1162

COMPANY OR FIRM: Bais Avraham Congregation

EMAIL: aktivashavel@gmail.com

STREET ADDRESS: 2555 Edgewood Dr.

CITY/STATE/ZIP: Beachwood, Ohio 44122

PRESENTER(S) TO APPEAR AT THE P&Z MEETING (include name & email address):

Rabbi Nissim Abrin (Rabbi), Aaron Evanchik (Attorney), Akiva Shavel (Rep), not limited to nissimabrin@gmail.com, aevoevchik@attolaw.com, aktivashavel@gmail.com

DESCRIPTION OF THE PROPERTY:

ADDRESS: 2555 Edgewood Dr & 2561 Edgewood Dr. Beachwood, OH 44122 SUITE # \_\_\_\_\_

TENANT NAME: Bais Avraham Congregation

PERMANENT PARCEL # 741-08-037 PRESENT USE: VI Res PROPOSED USE: U5 Public Use Inst.

PURPOSE OF APPLICATION: Rezone from residential to congregational use

NATURE OF THE REQUEST (check as many as apply):

- Preliminary site plan approval
- Final site plan approval
- Lot split
- Lot consolidation
- Conditional use permit
- Rezoning
- Zoning text amendment
- Other \_\_\_\_\_
- Request for a variance.

Must provide a "Box Score" indicating permitted area, distance, etc. and requested area, distance, etc. with application.

Please explain reason for variance (must indicate a hardship):

To accommodate congregational needs and parking requirements

Are there any special issues regarding this application that should be brought to the attention of the Planning Commission and Staff? If so, please explain. \_\_\_\_\_

**Planning & Zoning Submission Requirements:**

- Attach site plan of the proposed development with details such as square footage, height, purpose.
- Attach an aerial photo depicting the property and surrounding area (these are available online via County Auditor's GIS website or Google Earth).
- Attach copy of the Auditor's Report from the Cuyahoga County website indicating the real estate taxes for the property have been paid on a current basis.
- Any Planning & Zoning application which requires Council approval must have a representative attend the scheduled Council meeting.

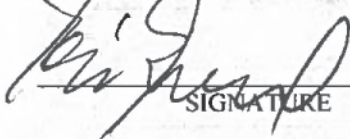
**Planning & Zoning Submission Filing Fees & Deposits:**

A non-refundable filing fee in the amount of thirty-five dollars (\$35.00) shall be paid to the City for each application submitted to the Planning and Zoning Commission; and...

A cash fee in the amount set forth in the following schedule shall be submitted in addition to the filing fee listed in subsection (a) hereof, at the time of application to the Planning and Zoning Commission and/or Council:

	<u>Zoning District</u>	<u>Fee</u>
(1)	U-1, A-1 / U-1, A-2 / U-2 / U-2A / Variances Includes all applications to the Planning Commission and/or Council except applications for lot splits and/or consolidations plats, easement applications, and any application required to be recorded with the County Recorder's Office.	\$300.00
(2)	All other Zoning Districts for site development plan review (new building/addition)	\$5,000.00
(3)	All lot split and/or consolidation plats, easements, and any application required to be recorded with the County Recorder's Office	\$1,500.00
(4)	For all Zoning Districts, excepting U-1, A-1/U-1, A-2/U-2/ and U-2A, all other applications, including, but not limited to: special use permits, conditional use permits, variances, text amendments, or similar or harmonious use	\$750.00
(5)	Map Amendment	\$2,500.00

We, the building owner and/or applicant, with our signature below, hereby agree to follow specifically the plans submitted to and approved by the Planning and Zoning Commission and do agree to construct said building(s) as depicted on said approved plans

  
SIGNATURE

Akiva Shavel, Representative  
PRINTED NAME

9/15/25  
DATE

\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*

PLANNING & ZONING COMMISSION - P&Z No. \_\_\_\_\_ MEETING DATE: \_\_\_\_\_

FEE: RECEIPT # \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_ DATE PAID \_\_\_\_\_

Preliminary Approval: \_\_\_\_\_  
Date

Final Approval: \_\_\_\_\_  
Date

Recommendation to Council:  YES  NO Meeting Date: \_\_\_\_\_

P.O. Box 3163  
Cuyahoga Falls, Ohio 44223  
Ph: 440-725-1886  
geosmerigan@gmail.com

TO: Beachwood Planning Commission

FROM: George Smerigan, City Planner



DATE: May 15, 2026

RE: **P&Z 2026-14 Ordinance No. 2026-19**  
**Bais Avrohom**  
**2547, 2555 and 2561 Edgewood Road**  
**Rezoning**  
**Concept Development Plan**

This request is for rezoning from U-1 Single Family Residential District to U-5 Public and Institutional District for the construction and operation of a place of worship. As required by Code, the application was filed with City Council, an ordinance was prepared, and the matter was referred to the Planning and Zoning Commission for your recommendation. The application also includes a concept development plan for the proposed use. That concept plan is for illustration purposes only to demonstrate that the applicant can comply with all of the setback and parking requirements without variances. The Commission will only be acting on the request to rezone and will not be approving or recommending the development plan.

The subject site consists of three (3) existing lots which contain a total of 20,400 square feet and which have a combined frontage of 170 feet on Edgewood Road. There are currently homes located on two of the three lots. The concept plan shows removal of the existing dwellings and construction of a new building that conforms to the building and life safety code requirements for a place of worship and place of assembly. The applicants have indicated their intent to make the façade of the new building have a residential character to better fit in with the neighborhood. As shown on the concept plan, the proposed institutional building has a footprint of 2,250 square feet. The concept plan indicates the ability to provide 24 parking spaces that conform to Code.

The subject site is abutted on both sides by properties that are zoned U-1 Single Family Residential District. The abutting land to the rear of the subject site is owned by the City of Beachwood and is zoned U-5 Public and Institutional District, although the City intends to rezone that property for a senior targeted housing project.

P&Z 2026-14  
Ordinance No. 2026-19  
Bais Avrohom  
2547, 2555 and 2561 Edgewood Road  
Rezoning  
Concept Development Plan  
May 15, 2026  
Page 2

The Commission will need to act in the form of a recommendation to City Council on referred Ordinance 2026-19. The applicants appear capable of meeting all of the U-5 zoning requirements including building and parking setbacks and number of parking spaces. It is recommended that the Commission provide a positive recommendation to City Council. Should Council approve the rezoning, the applicants will need to return to the Commission for site development plan approval.

BAIS AVRAHAM SHUL  
2547-2561 EDGEWOOD RD  
BEACHWOOD OH 44122

A stylized signature logo consisting of the letters 'S' and 'P' in a cursive font, with the word 'DESIGN' in a smaller, sans-serif font positioned to the right of the 'P'.



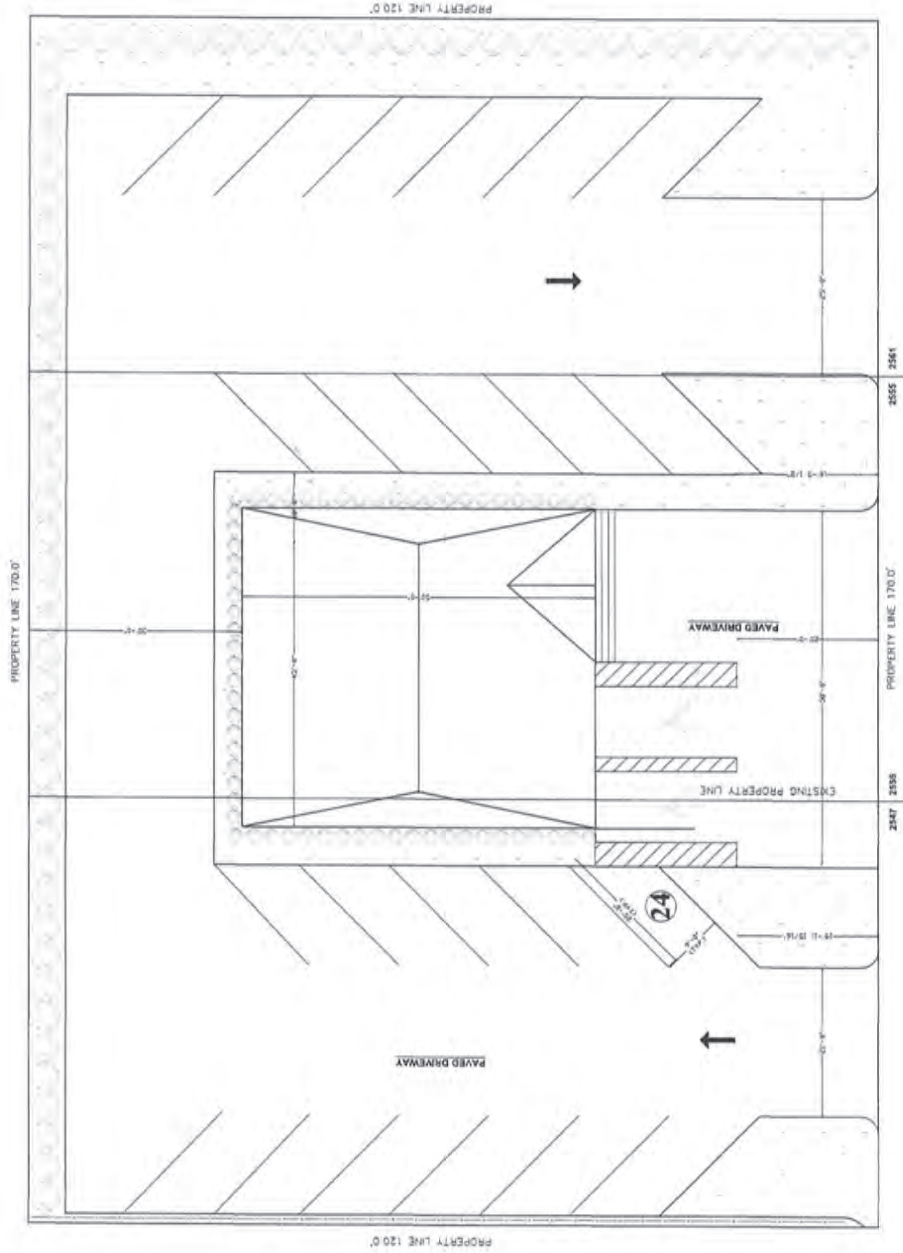
SCALE AS NOTED  
 DRAWN BY SP  
 DRAWING TITLE  
 SITE PLAN

PROJECT  
 BAIS AVRAHAM SHUL  
 2547-2561 EDGEWOOD RD  
 BEACHWOOD OH 44122

DATE 03/09/2008  
 CLIENT

ENC. 003

ID-105.00



(1) SITE PLAN  
 1/8" = 1'-0"  
 COMBINE LOTS 2547, 2555 & 2561, DEMOLISH EXISTING  
 PROPERTIES, REBUILD BUILDING 70' X 40'. INCLUDE PARKING  
 AT BOTH SIDES OF THE LOT

ID-302.00

DWG. NO.

DATE  
07/28/2025

CLIENT

PROJECT  
BAIS AVRAHAM SHUL  
2547-2561 EDGEWOOD RD  
BEACHWOOD OH 44122

SCALE  
N/A

DRAWN BY  
SP

PROPOSED RENDER

DESIGN  
*SP*



From: Matthew A. Kurz <[Matthew.Kurz@beachwoodohio.com](mailto:Matthew.Kurz@beachwoodohio.com)>

Subject: FW: Food Trucks in Residential Districts

From: George Smerigan <[geosmerigan@gmail.com](mailto:geosmerigan@gmail.com)>

Sent: Wednesday, May 6, 2026 7:42 AM

To: Whitney Crook <[Whitney.Crook@beachwoodohio.com](mailto:Whitney.Crook@beachwoodohio.com)>; Todd Hunt <[rthunt@ralaw.com](mailto:rthunt@ralaw.com)>

Cc: Brian Roenigk <[Brian.Roenigk@beachwoodohio.com](mailto:Brian.Roenigk@beachwoodohio.com)>; Justin Berns <[MayorBerns@beachwoodohio.com](mailto:MayorBerns@beachwoodohio.com)>; Steven Holtzman <[Steven.Holtzman@beachwoodohio.com](mailto:Steven.Holtzman@beachwoodohio.com)>

Subject: Food Trucks in Residential Districts

\*\*\*City of Beachwood Notice \*\*\* This e-mail is from an external source. Think before you click links or open attachments.

Whitney and Todd,

Attached is a proposed amendment to Section 1155.06 of the BCO to require permits and associated safety inspections for food trucks operating in residential districts. This corrects an oversight in the original ordinance regarding U-1 Districts. The Mayor has authorized this legislation.

Please prepare an ordinance for referral by Council to the Planning and Zoning Commission.

George

--

George Smerigan

Tactical Planning, LLC

PH: 440-725-1886

Email: [geosmerigan@gmail.com](mailto:geosmerigan@gmail.com)

INTRODUCED BY:

ORDINANCE NO: 2026-25

AN ORDINANCE AMENDING BEACHWOOD CODIFIED ORDINANCE SECTION 1155.06 TITLED “FOOD TRUCKS”; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, City Council has previously adopted Beachwood Codified Ordinance Section 1155.06, titled “Food Trucks”, governing the operation of food trucks in the City of Beachwood;

WHEREAS, Council desires to amend division (b) of BCO Section 1155.06 to require permits and associated safety inspections for food trucks operating in residential districts;

WHEREAS, this amendment will correct an oversight in the original Ordinance regarding such uses in U-1 Districts; and

WHEREAS, City Council finds it to be in the best interest of the City to authorize this amendment.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Beachwood, Cuyahoga County, State of Ohio, that:

Section 1: Council hereby amends Beachwood Codified Ordinance Section 1155.06, titled “Food Trucks”, to read and provide, in its entirety, as set forth in Exhibit “A” which is attached hereto and fully incorporated by reference herein.

Section 2: This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or committees, and that all deliberations of this Council and any of its communities that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 3: This Ordinance is declared to be an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City, and for the further reason that it is necessary to require permits and associated safety inspections for food trucks operating in residential districts, thereby correcting an oversight in the existing regulations and ensuring that food truck operations throughout the City are subject to appropriate health, safety, and operational standards; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2026-25

Attest:

I hereby certify this legislation was duly adopted on the 15<sup>th</sup> day of June, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16<sup>th</sup> day of June, 2026.

\_\_\_\_\_  
Clerk

Approval:

I have approved this legislation this 16<sup>th</sup> day of June, 2026, and filed it with the Clerk.

\_\_\_\_\_  
Mayor

**EXHIBIT A**

**1155.06 Food trucks.**

(a) Definitions.

"Food Truck" means any mobile food preparation vehicle, whether self-propelled or attached as a trailer in which food is processed, prepared, stored, or dispensed to the paying consumer.

"Food Truck Park" means a permanent arrangement of parking, seating, and restroom facilities for four (4) or more food trucks for which a site development plan has been approved by the Planning and Zoning Commission.

(b) Special Permitted Use. Food trucks may be permitted on private property in the City with the written approval of the property owner in any U-4A Integrated Business District, U-4B Shopping Center District, U-5 Public and Institutional District, U-8 Industrial and Office Mixed-Use District, or U-7A General Office Building District with the approval of the Safety Director and a permit issued by the Building Commissioner. Such a permit shall be issued only when the Safety Director and the Building Commissioner find that the proposed use complies with all the requirements and standards of this section. Food trucks shall locate only on sites that have convenient pedestrian, bike and vehicular access and sufficient off-street parking. Food Trucks may also be permitted in U-1 Single Family Residential Districts for private parties where there are no sales to the general public in compliance with the section and with a permit from the Building Commissioner. Violation of any of the requirements and standards of this Section shall result in immediate revocation of the special permit.

(c) Requirements and Standards. Food trucks shall only be permitted subject to the following requirements and standards except where a food truck park has been approved by the Planning and Zoning Commission as provided in subsection (d) hereof:

- (1) Food trucks shall not conduct vending more than once a week at any one (1) property, other than at active construction sites as authorized by the Building Commissioner.
- (2) Hours of operation shall be limited to between 7:00 a.m. and 9:00 p.m.
- (3) Food trucks shall maintain a minimum separation of ten feet (10') between vehicles and/or equipment and shall not be parked or operated within twenty feet (20') of a building.
- (4) Sanitary facilities for vendors must be provided by the host property.
- (5) Food trucks may not be parked overnight, and must be removed from the property.
- (6) Food trucks must be self-contained when vending, except for the required trash and/or recycling receptacles, which shall be placed in close proximity to the food truck and shall not impede the free movement of automobiles or pedestrians.
- (7) Food truck vendors or the host property owner shall remove all waste and trash at the close of business.

- (8) Food trucks must be specifically designed and constructed to sell the food offered and be approved by the Cuyahoga County Board of Health.
- (9) Food trucks shall serve pedestrian customers only. No drive-through or drive-in service.
- (10) Each food truck shall display its Health Department Certificate in a prominent location.
- (11) Food truck vendors must have a valid State of Ohio driver's license and vehicle registration.
- (12) Food trucks shall be located so as to minimize the impact on available parking, and shall not block fire hydrants, fire lanes, or means of egress from buildings.
- (13) Food trucks shall comply at all times with the City's noise regulations.
- (14) Food truck vendors may only conduct business when their vehicles are parked and stationary.
- (15) Food trucks shall comply with the provisions of Codified Ordinance Section 711.01.
- (16) Food trucks operators shall register with the City and shall be subject to inspection by the City's Fire Prevention Bureau during operation.
- (17) Fueling of food trucks or associated generators shall not be permitted at the vending site.
- (18) Each food truck shall have an exterior emergency shut off for flow from propane and/or natural gas tanks and said shut off shall be clearly marked.
- (19) All food trucks shall have a minimum ten (10) lb. ABC fire extinguisher. Food trucks that produce grease laden vapors shall have a "K" class fire extinguisher.
- (20) Generators not permanently attached to food trucks shall be located a minimum of twenty feet (20') from any building, vehicle, or other equipment.
- (21) There shall be no alcoholic beverage service associated with food truck vending.
- (d) Food Truck Parks. The Planning and Zoning Commission may approve a site development plan for a food truck park in any U-4A Integrated Business District or U-4B Shopping Center District provided that such facilities comply with the following criteria and standards:
  - (1) Food trucks shall only operate from designated spaces in accordance with the approved site development plan.
  - (2) The number of food trucks shall be as designated on the approved site development plan.
  - (3) Hours of operation shall be limited to between 7:00 a.m. and 11:00 p.m.
  - (4) Food trucks shall maintain a minimum separation of ten feet (10') between vehicles.
  - (5) Restroom facilities for patrons shall be provided on site in a permanent building.
  - (6) Covered and open air seating for patrons shall be provided in accordance with the approved site development plan.
  - (7) Food trucks must be self-contained when vending, except for the required trash and/or recycling receptacles, which shall be placed in close proximity to the food truck and shall not impede the free movement of automobiles or pedestrians.

- (8) Food trucks must be specifically designed and constructed to sell the food offered and be approved by the Cuyahoga County Board of Health.
- (9) Food trucks shall serve pedestrian customers only. No drive-through or drive-in service.
- (10) Each food truck shall display its Health Department Certificate in a prominent location.
- (11) Food truck vendors must have a valid State of Ohio driver's license and vehicle registration.
- (12) Food trucks shall comply at all times with the City's noise regulations.
- (13) Food trucks shall comply with the provisions of Codified Ordinance Section 711.01.
- (14) Food trucks operators shall register with the City and shall be subject to inspection by the City's Fire Prevention Bureau during operation.
- (15) Fueling of food trucks or associated generators shall not be permitted at the vending site.
- (16) Each food truck shall have an exterior emergency shut off for flow from propane and/or natural gas tanks and said shut off shall be clearly marked.
- (17) All food trucks shall have a minimum ten (10) lb. ABC fire extinguisher. Food trucks that produce grease laden vapors shall have a "K" class fire extinguisher.
- (18) Generators not permanently attached to food trucks shall be located a minimum of twenty feet (20') from any building, vehicle, or other equipment.

(Ord. 2018-94. Passed 10-21-19)

**CITY OF BEACHWOOD, ECONOMIC DEVELOPMENT  
INTER-OFFICE MEMORANDUM**

**TO:** Mayor Justin Bernes and Members of City Council

**DATE:** June 15th, 2026

**SUBJECT:** Request for Job Creation Tax Credit Incentive

---

In response to a request for a Job Creation Tax Credit (JCTC) Incentive, the Economic Development Department is submitting this legislation for the support of a company locating at 23600 Commerce Park for the purpose of creating new employment within the City of Beachwood.

**History:** Beachwood City Council passed by Ordinance 2013-10 a Job Creation Tax Credit (JCTC) program. As defined by Article XVIII, Section 3 of the Ohio Revised Code and Article I of the Charter of the City this incentive program can be used for the retention and creation of jobs and employment opportunities which is integral to the economic health of the City. The JCTC Grant Program as defined by Ordinance 2013-10 was later amended through Ordinance 2021-61.

**Project Details:** Building Block Therapy, LLC has recently requested a Job Creation Tax Credit for the growth and relocation of their company here to a building they have purchased within the City of Beachwood. The company will be creating new employment and payroll to the City over the next three years, bringing administrative and clinical positions. They are anticipating continued growth through the purchase of this building as it is an important part of their planned Center for Autism.

**Purchasing/Financing:** The incentives tied to this attraction project are a Job Creation Tax Credit which is equal to a 30% tax credit for a period of 3 years contingent on new employment and payroll within the City of Beachwood.

**Recommendations:** My recommendation is to proceed with this legislation under Council's normal legislative process based on the terms defined by Council legislation and the corresponding agreements further supporting the creation of jobs and continued growth of Building Blocks Therapy, LLC within the City of Beachwood.

INTRODUCED BY:

RESOLUTION NO. 2026-58

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A JOB CREATION INCENTIVE GRANT AGREEMENT WITH BUILDING BLOCK THERAPY, LLC.; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood continues to pursue new and efficient economic development strategies that are fiscally responsible, support the creation of new jobs, and grow the City's economic tax base;

WHEREAS, City Council passed Ordinance No. 2013-10 which was later amended pursuant to Ordinance Number 2021-61, creating the Job Creation Incentive Grant Program using non-tax revenue to promote local businesses who create new full-time and full-time equivalent jobs and/or additional payroll within the City;

WHEREAS, Building Block Therapy, LLC, has expressed an interest in participating in the City's Job Creation Incentive Grant Program;

WHEREAS, an agreement under the Program provides for a reimbursable annual grant payment equal to no more than thirty percent (30%) of the total annual payroll taxes paid to the City of Beachwood during the three (3)-year duration of the agreement; and

WHEREAS, this Council desires to authorize the Mayor to enter into a Job Creation Incentive Grant Agreement with Building Block Therapy, LLC.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Beachwood, County of Cuyahoga and State of Ohio, that:

Section 1: The Mayor is hereby authorized to enter into a Job Creation Incentive Grant Agreement with Building Block Therapy, LLC. The Agreement shall be in a form substantially similar to the Agreement attached hereto and incorporated herein.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 Codified Ordinances of the City.

Section 3: This Resolution is declared to be an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City, and for the further reason of authorizing a grant agreement will provide for the creation of new jobs within the City as soon as possible and, thereby, enhance the City's tax revenues; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

RESOLUTION NO. 2026-58

Attest: I hereby certify this legislation was duly adopted on the 15<sup>th</sup> day of June, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16<sup>th</sup> day of June, 2026.

\_\_\_\_\_

Clerk

Approval: I have approved this legislation this 16<sup>th</sup> day of June, 2026, and filed it with the Clerk.

\_\_\_\_\_

Mayor

**JOB CREATION TAX CREDIT INCENTIVE AGREEMENT**  
**OFFICE OF ECONOMIC DEVELOPMENT**

This Job Creation Tax Credit Incentive Agreement (the “Agreement”) is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **Building Blocks Therapy, LLC** an Ohio Limited Liability Corporation (“Building Blocks Therapy” or the “Company”) whose address 23600 Commerce Park Drive, Beachwood Ohio 44122 and the **City of Beachwood**, an Ohio Municipal Corporation (the “City”), whose address is City Hall, 25325 Fairmount Blvd. Beachwood, Ohio 44122 (collectively “Parties”).

**WITNESSED:**

**WHEREAS**, the retention and creation of jobs and employment opportunities is integral to the continued economic health of the City and its citizens; and

**WHEREAS**, Article XVIII, Section 3 of the Ohio Constitution gives municipalities the authority to exercise all powers of local self-government and to adopt and enforce within their limits such local police, sanitary and other similar regulations as are not in conflict with general laws; and

**WHEREAS**, Article I of the Charter of the City provides that the City shall have all powers that may lawfully be possessed or exercised by any city under the Constitution and laws of the State of Ohio and the Constitution and laws of the United States; and

**WHEREAS**, the use of governmental resources for the promotion of economic development in the community is in the public interest and is a proper exercise of municipal powers pursuant to Article VIII, Section 13 of the Ohio Constitution; and

**WHEREAS**, the City of Beachwood is working collaboratively with TeamNeo and Jobs Ohio to support the relocation of Building Blocks Therapy, LLC to the State of Ohio and to the City of Beachwood; and

**WHEREAS**, Building Blocks Therapy, LLC conditioned upon the granting by the City of certain economic development incentives as set forth in this Job Creation Tax Credit Incentive Agreement, will create jobs and employment with an annual payroll of approximately \$2,250,000 to 23600 Commerce Park, within the City (the “Site”) and

**WHEREAS**, the City of Beachwood in this said Job Creation Tax Credit Incentive Agreement provides for a reimbursable annual incentive payment equal to no more than thirty percent (30%) of the total annual payroll taxes paid to the City of Beachwood during the three (3) year duration of the agreement; and

**WHEREAS**, to promote economic development in the community, the City Council of the City approved (i) Ordinance No. 2013-10 authorizing the adoption of the Job Creation Incentive Grant Program and approved (ii) Ordinance No. 2021-61 amending the Job Creation Incentive Grant Program for which outline the project performance for which the company must achieve at least seventy-five percent (75%) of the job creation projections for the previous year in order to receive any benefits.

**WHEREAS**, the Parties desire to memorialize their understanding and agreements with respect to such cooperation.

**NOW THEREFORE**, in exchange for the mutual commitments and obligations contained herein, the Parties agree as set forth below:

**Section 1. Company's Commitments to the City.** Building Blocks Therapy will purchase and occupy the Site as the primary tenant within the building, located at 23600 Commerce Park Drive, for which a recent lot split request was approved by the Planning and Zoning Commission. The Company will locate its new operations at the Site no later than August 31<sup>st</sup>, 2026. The Company in Year 1 (2027) \$1,000,000 and Year 2 (2028) (\$500,000) will have a total payroll of at least \$2,250,000 (the "Job Creation") by Year 3. The Company shall maintain the Job Creation within the City, pursuant to the terms of this Agreement. In the event the Company does not maintain the Job Creation, the Company shall return certain payments received from the City pursuant to the terms of this Agreement and related Ordinances approving the Job Creation Incentive Grant Program (Exhibit A).

**Section 2. City's Commitments to the Company.**

**A. Job Creation Incentive Grant.** Pursuant to the Job Creation Incentive Grant as described in Exhibit A, attached hereto and made a part hereof the City shall pay to Building Blocks Therapy an amount equal to thirty percent (30%) of the municipal income tax withheld from Company employees at the Site and paid to the City, for a period of three (3) years beginning with the employee payroll for calendar year 2027.

**Section 3. Project Performance.** Pursuant to Ordinance No. 2021-61, if Company fails to maintain the Job Creation as outlined in this agreement, Company will be subject to a reduction in the Incentive Grant as outlined by Ordinance No. 2021-21. The company must achieve at least seventy-five percent (75%) of the job creation projections for the previous year in order to receive any benefits.

**Section 4. Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Parties. The Company may not assign this Agreement to any person without the written consent of the City, which consent will not be unreasonably withheld.

**Section 5. Governing Law and Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Company, their contractors, subcontractors and agents arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Cuyahoga, State of Ohio.

**Section 6. Severability.** Any provisions of this Agreement are severable and in the event that one or more of the provisions are found to be inconsistent with legal requirements upon any party, and therefore unenforceable, the remaining provisions shall remain in full force and effect.

**Section 7. No Personal Liability.** All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the City or the Company other than in his or her official capacity, and neither the members of the legislative body of the City nor any City or Company official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the City and the Company contained in this Agreement.

**Section 8. Duplicate Originals.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument.

**Section 9. Headings.** The headings contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction or meaning and are in no way to be construed as a part of this Agreement.

**Section 10. Term.** This Agreement will expire three years after the first Incentive Grant payment pursuant to this Agreement.

**Building Blocks Therapy, LLC.**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**City of Beachwood**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF BEACHWOOD**  
**FINANCE DEPARTMENT**  
**INTER-OFFICE COMMUNICATION**

---

**TO:** Council and Mayor Berns  
**FROM:** Larry A. Heiser, Finance Director *LAH*  
**RE:** 2027 Alternative Tax Budget (Fiscal Year 2026)  
**DATE:** April 29, 2026

The Tax Budget is the start of the 2027 budget cycle. The basic purpose of the Tax Budget is to indicate to Cuyahoga County the amount of property tax collections we are requesting. This is the document used by the County to set the City's property tax collections for 2026 and prepare our initial "Certificate of Estimated Resources". We will then have a follow-up resolution accepting the rates from Cuyahoga County.

For tax year 2026, collected in 2027, the City of Beachwood will go back to levying 4 mills. Within the Tax Budget the City will collect 1.6 mills of inside millage and 2.4 mills of Charter millage. By Beachwood City Charter the City could levy up to 9.2 mills.

Total debt payments due in 2027 are \$901,822.50 and therefore I have .9 mills of Charter millage to pay debt obligations going to the Debt Service Fund (331). The .9 mills will generate approximately \$850,000 which along with year-end 2026 debt service fund balance will be sufficient to pay debt obligations in 2027. 1.5 mills of Charter millage will go to the Police Pension Fund to fund the Beachwood Police Department Pension obligations. All of the 1.6 mills of Inside millage will go to the General Fund, of which fees will be subtracted for County tax distribution costs and the yearly Cuyahoga County Board of Health contract.

Please let me know if you have any questions or would like further explanations.

INTRODUCED BY:

RESOLUTION NO. 2026-59

A RESOLUTION ADOPTING THE 2026 ALTERNATIVE TAX BUDGET OF THE CITY OF BEACHWOOD FOR FISCAL YEAR 2027; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the proposed alternative tax budget has been recommended by the Finance Director to Council; and

WHEREAS, pursuant to Section 5705.30 of the Ohio Revised Code, the City of Beachwood is not required to hold a public hearing on this document; and

WHEREAS, the Finance Director has recommended approval of this document by City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The 2026 Alternative Tax Budget (Fiscal Year 2027) prepared by the Finance Director of the City of Beachwood and recommended to City Council, a copy of which is attached hereto and incorporated herein as Exhibit "A", is hereby approved.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Resolution is declared to be an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason that it is immediately required to be passed in accordance with statutory requirements; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 15<sup>th</sup> day of June, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16<sup>th</sup> day of June, 2026.

---

Clerk

Approval: I have approved this legislation this 16<sup>th</sup> day of June, 2026 and filed it with the Clerk.

---

Mayor

# ALTERNATIVE TAX BUDGET INFORMATION

Political Subdivision/Taxing Unit CITY OF BEACHWOOD

For the Fiscal Year Commencing JANUARY 1, 2026

Fiscal Officer Signature \_\_\_\_\_ Date \_\_\_\_\_

## COUNTY OF CUYAHOGA

### **Background**

Substitute House Bill No. 129 (HB129) effective June 3, 2002, was enacted by the 124th General Assembly in part to allow a county budget commission to waive the requirement that a taxing authority adopt a tax budget for a political subdivision or other taxing unit, pursuant to Ohio Revised Code (ORC) Section 5705.281.

Under the law in effect prior to June 3, 2002, the budget commission could only waive the tax budget for a subdivision or other taxing unit that was receiving a share of the county undivided local government fund or the county undivided local government revenue assistance fund under an alternative method or formula pursuant to ORC Sections 5747.53 and 5747.63. Thus, tax budgets could be waived only for counties, municipalities, townships, and park districts. This restriction is now removed.

### **Ohio Revised Code Section 5705.281**

Under the amended version of this section pursuant to HB 129, a county budget commission, by an affirmative vote of a majority of the commission, including an affirmative vote by the county auditor, may waive the tax budget for any subdivision or other taxing unit. However, the commission may require the taxing authority to provide any information needed by the commission to perform its duties, including the division of the tax rates as provided under ORC Section 5705.04.

### **County Budget Commission Duties**

The county budget commission must still certify tax rates to each subdivision or other taxing unit, by March 1 for school districts and by September 1 for all other taxing authorities under ORC Section 5705.35, even when a tax budget is waived. Also, the commission is still required to issue an official certificate of estimated resources under ORC Section 5705.35 and amended official certificates of estimated resources under ORC Section 5705.36.

Therefore, when a budget commission is setting tax rates based on a taxing unit's need, for purposes of ORC Sections 5705.32, 5705.34, and 5705.341, its determination must be based on that other information the commission asked the taxing authority to provide under ORC Section 5705.281, when the tax budget was waived. Also, an official certificate must be based on that other information the commission asked the taxing authority to provide.

### **County Budget Commission Action**

On October 11, 2002, during the Cuyahoga County Budget Commission meeting, the commission with an affirmative vote of all members waived the requirement for taxing authorities of subdivisions or other taxing units (Including Schools) to adopt a tax budget as provided under ORC Section 5705.281, but shall require the filing of this Alternative Tax Budget Information document on an annual basis.

### **Alternative Tax Budget Information Filing Deadline**

For all political subdivisions excluding school districts, the fiscal officer must file one copy of this document with the County Fiscal Officer on or before July 20th. For school districts the fiscal officer must file one copy of this document with the County Fiscal Officer on or before January 20th.

# **GUIDELINES FOR COMPLETING THE ALTERNATIVE TAX BUDGET INFORMATION**

## **SCHEDULE 1**

The general purpose of schedule 1 is to meet the requirement of Ohio Revised Code (ORC) Section 5705.04 which requires the taxing authority of each subdivision to divide the taxes levied into separate levies. For help use the schedule B issued by the budget commission for the current year and add any new levies. This will help to ensure that no levies are missed.

In column 1 list only those individual funds which are requesting general property tax revenue. In column 2 purpose refers to the following terms, inside, current expenses, and special levy for example. In column 4 levy type refers to renewal, additional, and replacement for example. In column 9 identify the amount of general property tax you wish to request.

## **NOTE:**

The general purpose of column 9 is to demonstrate the need to produce property tax revenues to cover the estimated expenditures for the budget year. ORC Section 5705.341 states in part;

"Nothing in this section or any section of the ORC shall permit or require the levying of any rate of taxation, whether within the 10 mill limitation or whether the levy has been approved by the electors, the political subdivision or the charter of a municipal corporation in excess of such 10 mill limitation, unless such rate of taxation for the ensuing fiscal year is clearly required by a budget properly and lawfully, adopted under this chapter or by other information required per ORC 5705.281."

Property tax revenue includes real estate taxes, personal property taxes, homestead and rollback, and the personal property 10,000 exempt monies.

## **SCHEDULE 2**

The general purpose of schedule 2 is to produce an Official Certificate of Estimated Resources for all funds.

In column 3, total estimated receipts should include all revenues plus transfers in excluding property taxes and local government revenue. All taxing authorities must submit a list of all tax transfers.

## **SCHEDULE 3**

The general purpose of schedule 3 is to provide inside/charter millage for debt service. The basic security for payment of general obligation debt is the requirement of the levy of ad valorem property taxes within the 10 mill limitation imposed by Ohio law. Ohio law requires a levy and collection of ad valorem property tax to pay debt service on general obligation debt as it becomes due, unless that debt service is paid from other sources.

## **SCHEDULE 4**

The general purpose of schedule 4 is to provide for the proper amount of millage to cover debt service requirements on voted bond issues. Major capital improvement projects are sometimes financed through the use of voted bonds. The taxing authority seeks voter approval of general obligation bonds and of the levy of property taxes outside the indirect debt limitation in whatever amount is necessary to pay debt service on those bonds.

## **SCHEDULE 5**

The general purpose of schedule 5 is to properly account for tax anticipation notes. See schedule 5 for more details.

# DIVISION OF TAXES LEVIED

## Exhibit A

(Levies Inside & Outside 10 Mill Limitation, Inclusive Of Debt Levies)  
 (List All Levies Of The Taxing Authority)  
 2024

### SCHEDULE 1

I Fund	II Purpose	III Authorized By Voters On MM/DD/YY	IV Levy Type	V Number Of Years Levy To Run	VI Tax Year Begins/ Ends	VII Collection Year Begins/ Ends	VIII Maximum Rate Authorized	IX \$ AMOUNT Requested Of Budget Commission
General Fund		-	Charter Millage				1.6 Mills	
Debt Service Fund		-	Charter Millage				0.9 Mills	
Police Pension Fund		-	Inside Millage				1.5 Mills	
<b>Totals</b>							4 Mills	\$0.00

# STATEMENT OF FUND ACTIVITY

(List All Funds Individually)

## SCHEDULE 2

I Fund BY Type	II Beginning Estimated Unencumbered Fund Balance	III Property Taxes and Local Government Revenue	IV Other Sources Receipts	V Total Resources Available for Expenditures	VI Total Estimated Expenditures & Encumbrances	VII Ending Estimated Unencumbered Balance
General Fund	15,000,000.00	14,900,000.00	48,000,000.00	77,900,000.00	58,000,000.00	19,900,000.00
Revolving Loan Fund	100,000.00		500,000.00	600,000.00	500,000.00	100,000.00
General Bond Retirement Fund	100,000.00	842,000.00	340,000.00	1,282,000.00	901,822.50	380,177.50
Police Pension Fund	150,000.00	1,400,000.00		1,550,000.00	900,000.00	650,000.00
Street Const. Maint. & Repair	4,250,000.00	0.00	750,000.00	5,000,000.00	800,000.00	4,200,000.00
State Highway	535,000.00	0.00	70,000.00	605,000.00	70,000.00	535,000.00
Mayor's Court Improvement	25,000.00	0.00	0.00	25,000.00	25,000.00	0.00
Federal Equitable Sharing	250,000.00	0.00	12,000.00	262,000.00	60,000.00	202,000.00
Law Enforcement Trust	30,000.00	0.00	3,000.00	33,000.00	33,000.00	0.00
Barkwood Donations	5,127.00	0.00	100.00	5,227.00	1,900.00	3,327.00
Blossom Road Street Lights	1,500.00	0.00	1,000.00	2,500.00	1,500.00	1,000.00
Zeiger Drive Street Lights	25,351.00	0.00	12,000.00	37,351.00	36,000.00	1,351.00
One Opioid	60,000.00	0.00	0.00	60,000.00	25,000.00	35,000.00
NOPEC Grant Fund	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00
ESID (Energy Special Improvement District Fund)	0.00	0.00	230,000.00	230,000.00	230,000.00	0.00
Eaton TIF Fund	4,000,000.00	0.00	3,200,000.00	7,200,000.00	6,500,000.00	700,000.00
WC Self Insurance Fund	1,500,000.00		80,000.00	1,580,000.00	80,000.00	1,500,000.00
Capital Improvement Fund	2,000,000.00		3,500,000.00	5,500,000.00	5,500,000.00	0.00
Other Trust & Agency Funds	12,000.00	0.00	10,500,000.00	10,512,000.00	10,500,000.00	12,000.00
Estimated expenditures for the General Fund include a transfer of \$3,500,000 to Capital Improvement Fund and \$500,000 to revolving Loan Fund						

## UNVOTED GENERAL OBLIGATION DEBT

(Include General Obligation Debt To Be Paid From Inside/Charter Millage Only)  
 (Do Not Include General Obligation Debt Being Paid By Other Sources)  
 (Do Not Include Special Obligation Bonds & Revenue Bonds)

### SCHEDULE 3

I Purpose Of Bonds Or Notes	II Date Of Issue	III Final Maturity Date	IV Principal Amount Outstanding At The Beginning Of The Calendar Year	V Amount Required To Meet Calendar Year Principal & Interest Payments	VI Amount Receivable From Other Sources To Meet Debt Payments
2017 Fire Station #2	10/12/17	12/01/42	\$6,530,000.00	\$537,962.50	
2015 Various Purpose	07/23/15	12/01/35	\$2,805,000.00	\$363,860.00	
<b>Totals</b>			<b>\$9,335,000.00</b>	<b>\$901,822.50</b>	



# TAX ANTICIPATION NOTES

(Schools Only)

## SCHEDULE 5

Tax anticipation notes are issued in anticipation of the collection of the proceeds of a property tax levy. The amount of money required to cover debt service must be deposited into a bond retirement fund, from collections and distribution of the tax levy, in the amounts and at the times required to pay those debt charges as provided in the legislation authorizing the tax anticipation notes. (ORC Section 133.24)

The appropriation to the fund which normally receives the tax levy proceeds is limited to the balance available after deducting the amounts to be applied to debt service.

After the issuance of general obligation securities or of securities to which section 133.24 of the ORC applies, the taxing authority of the subdivision shall include in its annual tax budget, and levy a property tax in a sufficient amount, with any other monies available for the purpose, to pay the debt charges on the securities payable from property tax. (ORC Section 133.25)

	Name Of Tax Anticipation Note Issue	Name Of Tax Anticipation Note Issue
<b>Amount Required To Meet Budget Year Principal &amp; Interest Payments:</b>		
Principal Due		
Principal Due Date		
Interest Due		
Interest Due Date		
Interest Due		
Interest Due Date		
Total		
Name Of The Special Debt Service Fund		

<b>Amount Of Debt Service To Be Apportioned To The Following Settlements:</b>		
February Real		
August Real		
June Tangible		
October Tangible		
Total		
Name Of Fund To Be Charged		

**CITY OF BEACHWOOD  
FINANCE DEPARTMENT  
INTER-OFFICE COMMUNICATION**

---

**TO:** Mayor Justin Berns  
**FROM:** Larry A. Heiser, Finance Director *LAH*  
**RE:** Depository Agreements  
**DATE:** May 11, 2026

Every 5 years the City must renew terms for our Depository agreements per ORC 135.12. Council last adopted Ordinance 2021-63 on May 18, 2021. Agreements for the new term will be July 1, 2026 through June 30, 2031. I would like to approve the following banks for the City of Beachwood operations: Dollar Bank, Fifth Third Bank, Key Bank, Wells Fargo, First National Bank, Civista Bank, and Farmers Bank.

Dollar Bank will continue to be our operating bank. Both Civista and First National Bank are banks the City may use as an operating bank.

Fifth Third Bank, Key Bank, Wells Fargo, and Farmers Bank will all be depositories for funds designated as inactive funds.

With your approval I would like to place this on the next available ordinance.

Please let me know if you have any questions.

Thank You.

INTRODUCED BY:

RESOLUTION NO. 2026-60

A RESOLUTION DESIGNATING DEPOSITORIES FOR ACTIVE, INACTIVE, AND INTERIM FUNDS OF THE CITY OF BEACHWOOD; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City's Depository Agreements designating various financial institutions to hold active, inactive and interim funds as previously authorized is set to expire June 30, 2026; and therefore it is necessary for Council to designate new depositories for such funds;

WHEREAS, the Finance Director has had discussions with representatives of Dollar Bank, Fifth Third Bank, Key Bank, Wells Fargo, First National Bank, Civista Bank, and Farmers Bank and recommends that the City utilize any or all of these financial institutions as depositories for City funds; and

WHEREAS, the requirements of the Ohio Revised Code provide for legislative approval every five years of Depository Agreements designating various financial institutions to hold active, inactive and interim funds for the City, and accordingly these Depository Agreements will be in effect for the period July 1, 2026, through June 30, 2031.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio that:

Section 1: Based upon the recommendation of the Finance Director, as stated in his Memorandum dated May 11, 2026, which is attached hereto and incorporated herein, effective July 1, 2026 the financial institutions of Dollar Bank, Fifth Third Bank, Key Bank, Wells Fargo, First National Bank, Civista Bank, and Farmers Bank are recognized depositories for active, inactive and interim funds of the City, and Council hereby authorizes the Finance Director to place active, inactive and interim funds on deposit with said Banks at his discretion.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Resolution is declared to be an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason that it is necessary for Council to adopt the above legislation at the earliest time in order to have various funds of the City properly deposited in authorized financial institutions at advantageous interest rates; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

RESOLUTION NO. 2026-60

Attest: I hereby certify this legislation was duly adopted on the 15<sup>th</sup> day of June, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16<sup>th</sup> day of June, 2026.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 16<sup>th</sup> day of June, 2026 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

TO: MAYOR JUSTIN BERNS AND CITY COUNCIL

DATE: 5/19/2026

SUBJECT: Request For Increase

---

The Economic Development Office has been working through legislation and agreements as discussed with City Council related to considerations for Community Reinvestment Area Tax Abatement, School Compensation Agreement, Tax Increment Financing and other economic development related projects; these on-going discussions have been guided by legal representation from Kudak Rock.

The City of Beachwood additionally has engaged in legal representation from Kudak Rock for other City based development considerations. For such purposes there will need to be an adjustment to our existing legal contract.

Therefore, I am requesting legislation to increase our legal services for Kutak Rock. Please feel free to call me with any questions related to Economic Development. The Finance Director can also assist with any project-related or finance questions.

Cathy Bieterman  
Economic Development Director

INTRODUCED BY:

RESOLUTION NO. 2026-61

A RESOLUTION AUTHORIZING THE CONTINUED ENGAGEMENT OF THE LAW FIRM OF KUTAK ROCK, LLP FOR SPECIAL LEGAL SERVICES FOR THE CITY OF BEACHWOOD; DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Council previously authorized the engagement of the law firm of Kutak Rock, LLP for special legal services related to various economic development matters pursuant to Resolution No. 2026-26, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00); and

WHEREAS, Council desires to continue the engagement of Kutak Rock, LLP in order to provide continuity of legal services and institutional knowledge for ongoing and anticipated economic development matters affecting the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga and State of Ohio, that:

Section 1: Council hereby authorizes the continued engagement of the law firm of Kutak Rock, LLP to provide special legal services for the City of Beachwood related to various economic development matters.

Section 2: It is found and determined that all formal actions and deliberations of Council and its Committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Resolution is declared to be an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City, and for the further reason that the legal services authorized herein are necessary for the current operations and economic development activities of the City; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 15<sup>th</sup> day of June, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16<sup>th</sup> day of June, 2026.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 16<sup>th</sup> day of June, 2026 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PERMANENT AND A TEMPORARY CONSTRUCTION EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF SANITARY AND STORM SEWERS AND LANDSCAPE IMPROVEMENTS; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood has identified the need to install and maintain sanitary and storm sewer infrastructure to serve City-owned Permanent Parcel No. 741-17-047, along with related landscape improvements in the easements' areas over 23608 Ranch Road in the City of Beachwood;

WHEREAS, such improvements require the acquisition of a permanent easement for the ongoing installation, operation, repair, and maintenance of said infrastructure, as well as a temporary construction easement for the installation, repair and maintenance of the sewer facilities and the landscape improvements. Said temporary easement shall expire and become null and void one year (1) following the final installation of the landscape improvements;

WHEREAS, the property owners have agreed to grant the necessary easements to the City under terms set forth in an Easement Agreement; and

WHEREAS, it is in the best interest of the City to authorize the Mayor to execute said Easement Agreement and any related documents necessary to complete the project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The Mayor is hereby authorized and directed to enter into a Permanent Easement and Temporary Construction Easement Agreement with Shmuel Friedman and Rebecca Alevsky-Friedman (the "Grantors") of 23608 Ranch Road in the City of Beachwood (Permanent Parcel No. 741-08-029) , for the purposes of installing, constructing, operating, maintaining, repairing, and replacing sanitary and storm sewers to serve City-owned property (Permanent Parcel No. 741-17-047) and associated landscape improvements to Permanent Parcel No. 741-08-029, as more fully described in the Easement Agreement attached hereto and incorporated herein by reference as **Exhibit "A."**

Section 2: The Mayor is further authorized to execute any and all documents and take all actions necessary to carry out the intent of this Resolution.

Section 4: The Director of Finance is hereby authorized to make payment to the Grantors in an amount not to exceed Twenty Five Thousand Dollars and No/Cents (\$25,000.00) in accordance with the terms of the Easement Agreement

Section 5: It is found and determined that all formal actions and deliberations of Council and its committees, relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 4: This Resolution is declared to be an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason that it is necessary to proceed with infrastructure improvements in a timely manner for the public health, safety and welfare; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 15<sup>th</sup> day of June, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16<sup>th</sup> day of June, 2026.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 16<sup>th</sup> day of June, 2026, and filed it with the Clerk.

\_\_\_\_\_  
Mayor

PERMANENT AND TEMPORARY CONSTRUCTION EASEMENT  
FOR THE INSTALLATION AND MAINTENANCE OF  
SANITARY SEWER AND STORM SEWERS AND LANDSCAPE IMPROVEMENTS  
(PPN: 741-08-029)

SCHMUEL FRIEDMAN AND REBECCA ALEVSKY-FRIEDMAN, Husband and Wife, the GRANTORS herein, claiming title to Permanent Tax Parcel No. 741-08-029, known as 23608 Ranch Road in the City of Beachwood, Ohio, and described in Exhibit "A" hereto (the "Subject Property") by or through instrument recorded as Instrument No. 200910281175 in the Cuyahoga County Records, for the valuable consideration of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) paid, do hereby give, grant, bargain and convey, to the CITY OF BEACHWOOD, OHIO, a municipal corporation, the GRANTEE herein, the permanent nonexclusive twenty-foot wide right of way and easement for the purposes hereinafter set forth, in, upon, over and under the premises described in Exhibit "B" and depicted in Exhibit "C", both of which are attached hereto and made a part hereof (the "Permanent Easement").

GRANTORS also, for valuable consideration paid, do hereby give, grant, bargain and convey, to the GRANTEE a temporary work easement at such locations described in Exhibit "B" and depicted in Exhibit "C" and in the Landscape Improvements, attached hereto as Exhibit "D" and made a part hereof, (the "Temporary Easement"), in order to install the Landscape Improvements, all as described herein. The Temporary Easement shall expire and become null and void one year following the final installation of the Landscape Improvements.

The easements and rights granted herein (referred to collectively as the "Easement") shall include the right to enter upon, over, under and through the Permanent Easement and the Temporary Easement areas to lay, install, construct, reconstruct, operate, inspect, repair and maintain therein public sanitary and storm sewers together with appurtenances from the former Fairmount Temple property (PPN 741-17-047), now owned by the GRANTEE, to the public sanitary and storm sewers in Edgewood Road, Beachwood, Ohio, and to install the Landscape Improvements.

During the period of original construction of the sanitary and storm sewer improvements, the GRANTEE, its contractors, officers, employees and agents, shall have the right to enter upon and depart from the Permanent Easement and the Temporary Easement to clear trees, shrubs and landscape materials and to remove a wooden fence in order to install sanitary and storm sewers within the Permanent Easement, as necessary. Original construction activities may include, but not

be limited to, the staging of materials and construction equipment, the removal of up to eleven (11) trees and stumps located in the rear and west yard of the premises, the removal of the existing wooden fence in the rear yard, the removal of one (1) taxus shrub in the rear yard, the removal of one (1) existing stump in the rear yard, and the removal and replacement of landscape material along the foundation of the home on the west side and northwest of the front door. Following the completion of the original construction of the sanitary and storm sewer improvements, the GRANTEE shall cause the Landscape Improvements to be completed as set forth in Exhibit "D", attached hereto and made a part hereof (the "Landscape Improvements"), in accordance with the detailed specifications set forth therein. The GRANTEE shall be responsible for watering the new plants which are planted in accordance with the Landscape Improvements for a period of one (1) growing season.

The GRANTORS are hereby restricted within the limits of the above described Permanent Easement against the construction thereon of any buildings of a temporary or permanent type (excepting any sidewalks and/or pavements), from the storing or placing of any materials, equipment or other obstructions thereon, including the stockpiling of earth or fill; or otherwise interfering with the access to, or maintenance of said sanitary and storm sewers and appurtenances, without the prior written approval of the GRANTEE.

The GRANTORS hereby reserve the right to the use of said premises within the limits of the Permanent Easement and Temporary Easement for purposes which are not herein expressly prohibited by, and are not inconsistent with, the Easement and rights herein granted.

The GRANTEE agrees to provide reasonable advance notice to GRANTORS prior to commencing any non-emergency maintenance, repairs, or installation activities upon the Permanent Easement. In the event of any emergency, GRANTEE, its officers, employees, agents and contractors, may enter the Permanent Easement without prior notice but shall inform GRANTORS as soon as practicable after the emergency work begins. All work performed by or on behalf of GRANTEE shall comply with applicable laws, ordinances, and regulations, including but not limited to building codes, environmental requirements, and safety standards.

The GRANTEE shall be responsible for ensuring that any contractors, agents, or invitees acting under GRANTEE'S authority adhere to the terms and obligations set forth in this Easement.

It is a further condition of this instrument that the GRANTEE shall restore the surface of the Permanent Easement to the conditions existing prior to being disturbed, including, but not by way of limitation, the replacement of driveway, sidewalks, and lawns but not trees, other plantings and fences.

The GRANTEE maintains liability insurance which will cover any damages to the premises or persons due to the work contemplated herein and will add GRANTORS as additional insureds under that policy. The GRANTEE will also require any entity performing work within the Easement areas on behalf of the GRANTEE to procure and maintain such insurance as is commercially reasonable with respect to liability risks associated with this Easement. The GRANTEE shall bear all costs in connection with the construction, maintenance and repair of the

sanitary and storm sewer improvements thereto in connection with the rights granted by this Easement.

The GRANTORS shall have and hold the above granted Easement, rights and right-of-way and appurtenances thereto to said GRANTEE, and to its successors and assigns forever and the Permanent Easement shall run with the land.

The GRANTORS, their successors and assigns, covenant with the said GRANTEE, and its successors and assigns, that, at and until the sealing of these presents, the GRANTORS are well-seized of the Subject Property as a good and indefeasible estate in fee simple, have good right to bargain and grant in the same manner and forms as herein written, and will warrant and defend said Easement with appurtenances thereunto belonging to the GRANTEE, its successors and assigns, against all lawful claims and demands whatsoever for the purposes herein described.

IN WITNESS WHEREOF, this instrument is executed this 31 day of March, 2026.

**GRANTORS**

Schmuel Friedman  
Schmuel Friedman

Rebecca Alevsky-Friedman  
Rebecca Alevsky-Friedman

STATE OF OHIO            )  
                                          ) SS.  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public, in and for said County and State, came Schmuel Friedman and Rebecca Alevsky-Friedman who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at South Euclid, Ohio, this 31 day of March, 2026.

Rania H. Karam  
NOTARY PUBLIC



RANIA H. KARAM  
Notary Public, State of Ohio  
My Comm. Expires June 17, 2027

**ACCEPTED BY: CITY OF BEACHWOOD,  
OHIO**

By: \_\_\_\_\_  
Justin Berns, Mayor

STATE OF OHIO            )  
                                          ) SS.  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public, in and for said County and State, came Justin Berns, Mayor of the City of Beachwood, Ohio, who acknowledged that he did sign the foregoing instrument on behalf of the Grantee, City of Beachwood, Ohio, in his official capacity as the Mayor of the City of Beachwood, Ohio.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at \_\_\_\_\_, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
NOTARY PUBLIC

Approved as to legal form:

\_\_\_\_\_  
R. Todd Hunt, Law Director  
City of Beachwood, Ohio

This instrument prepared by:  
R. Todd Hunt, Law Director, City of Beachwood, Ohio  
Roetzel & Andress LPA  
1375 East Ninth Street  
One Cleveland Center, 30<sup>th</sup> Floor  
Cleveland, Ohio 44114  
(216) 623-0150

**EXHIBIT "B"**

**(Legal Description of 20-Foot Sanitary and Storm Sewer Easement and  
Temporary Construction Easement)**

Page 1 of 1

**20' UTILITY EASEMENT  
0.055 ACRES**

Situated in the State of Ohio, County of Cuyahoga, City of Beachwood and being part of a tract conveyed to Rebecca A. Levisky-Friedman and Shmuel Friedman, by Instrument Number 200910281175, being lot 16A in the "Fairmount Temple Subdivision No. 2" recorded in Plat Volume 202, page 40 of said county records and bounded and described as follows:

**BEGINNING** at a 5/8" rebar (found) at the southwest corner of said lot 16A, the northwest corner of a parcel conveyed to Leonardo Kayat Bittencourt and Nathalie Kayat Bittencourt by Instrument Number 202104290615, and the east right of way of Edgewood Road (50' wide,) said point also being the **POINT OF BEGINNING** of the parcel herein described;

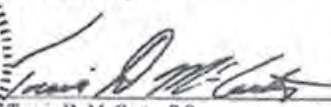
1. Thence on the east right of way of said Edgewood Road, with the Grantor's west line, **North 0 degrees 54 minutes 09 seconds West**, a distance of **20.00 feet**, to a point;
2. Thence with a new line through the Grantor's land, **North 89 degrees 05 minutes 51 seconds East**, a distance of **120.00 feet** to a point on a parcel of land to be conveyed to the City of Beachwood (P.N. 741-08-132) and the east line of the Grantor;
3. Then on the Grantor's east line and the west line of said City of Beachwood parcel (P.N. 741-08-132), **South 0 degrees 54 minutes 09 seconds East**, a distance of **20.00 feet**, to a rebar capped "RIVERSTONE" (found) at the northeast corner of said Bittencourt parcel, northwest corner of a parcel conveyed to City of Beachwood by Instrument Number 202407300244, and the Grantor's southeast corner;
4. Thence on the north line of said Bittencourt parcel and the south line of the Grantor, **South 89 degrees 05 minutes 51 seconds West**, a distance of **120.00 feet**, to the **POINT OF BEGINNING**, containing 0.055 acres and being part of Cuyahoga County Auditor's Parcel Number 741-08-029.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with the Ohio Real Time Network.

This description was prepared and reviewed under the supervision of Travis D. McCarty, Professional Surveyor No. 8347, in August 2025.



Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.  
dba GPD Group

 02/19/2026  
Travis D. McCarty, P.S.  
Ohio Professional Surveyor No. 8347

**EXHIBIT "A"**

**(Legal Description of Permanent Tax Parcel No. 741-08-029 — the Subject Property)**

Situated in the City of Beachwood, County of Cuyahoga and State of Ohio and known as Sublot No 16-A in Fairmount Temple Subdivision No. 2, being a re-subdivision of Sublot Nos. 249 and 250 and part of Beechwood Boulevard, now vacated, in Fairmount Greens Subdivision of part of Original Warrensville Township Lot No. 18 recorded in Volume 102, Page 10 of Cuyahoga County Map Records, as shown by the recorded plat of said re-subdivision in Volume 202 of Maps, Page 40 of Cuyahoga County Records.

Permanent Parcel No. 741-08-029

EXHIBIT C - [Drawing depicting 20-Foot Sanitary and Storm Sewer Easement and Temporary Construction Easement]

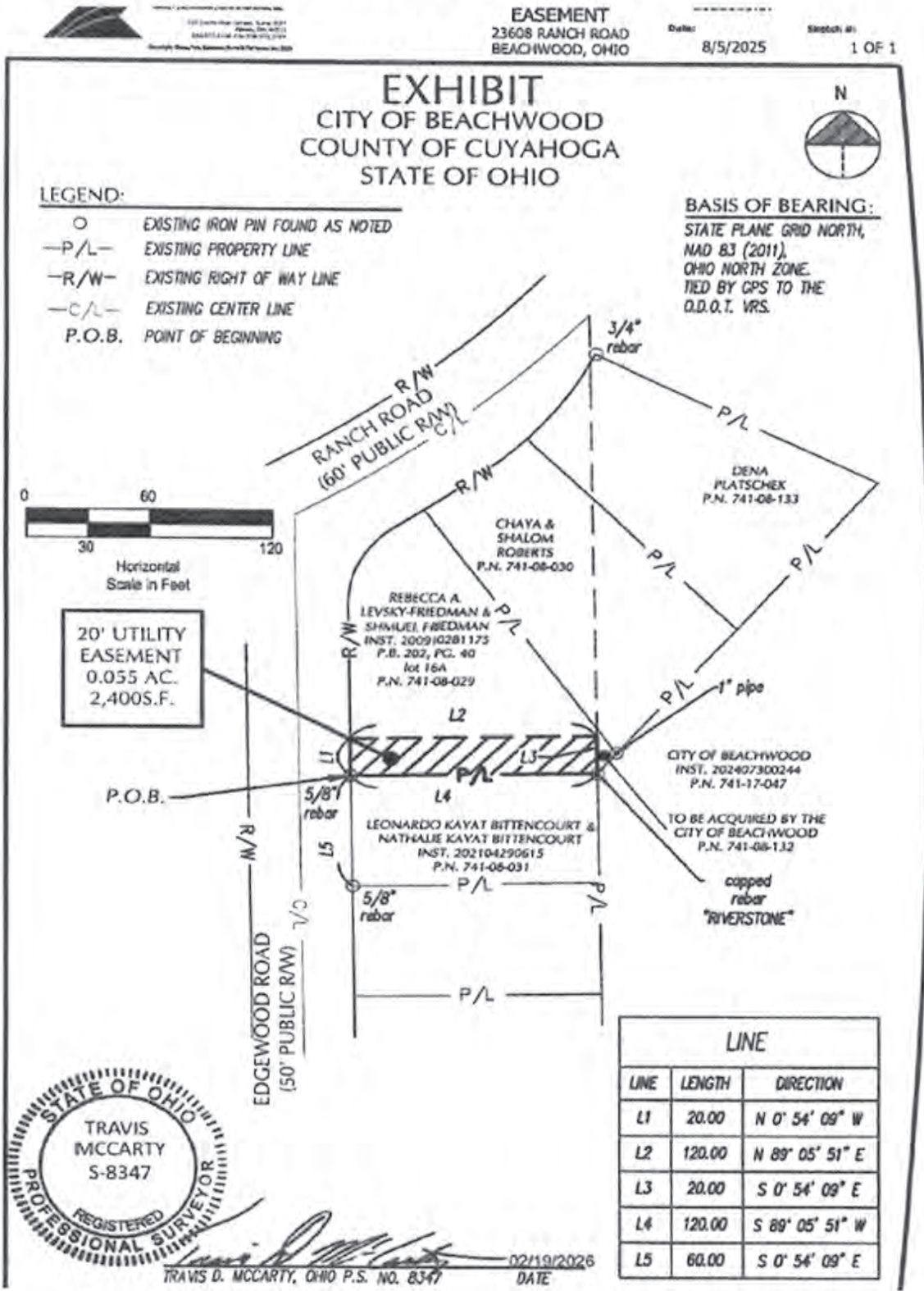


EXHIBIT "D"  
 [Landscape Improvements to 23608 Ranch Road]

# 23608 RANCH ROAD LANDSCAPE IMPROVEMENTS

23608 RANCH ROAD  
 BEACHWOOD, OH



**NEIGHBORHOOD**

23608 RANCH ROAD  
 BEACHWOOD, OH

PROJECT NUMBER: 2025119.07

DATE: 11/19/2025

DESIGNER: M.G. ALC

SCALE: AS SHOWN

**PROJECT DESCRIPTION:**  
 LANDSCAPE IMPROVEMENTS TO 23608 RANCH ROAD, BEACHWOOD, OH. THIS PROJECT INCLUDES THE INSTALLATION OF LANDSCAPE LIGHTING, IRRIGATION SYSTEM, AND PLANTING OF TREES AND SHRUBS. THE PROJECT IS SCHEDULED TO BEGIN IN EARLY 2026.

**DATE SPECIFICATION:**  
 ALL DIMENSIONS SHOWN ON THIS PLAN SHALL BE IN FEET AND INCHES. DIMENSIONS SHALL BE GIVEN TO THE NEAREST 1/8" OR 1/16" AS APPLICABLE. DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

**PLAN REFERENCE:**  
 THIS PLAN IS PART OF A SET OF PLANS FOR THE LANDSCAPE IMPROVEMENTS TO 23608 RANCH ROAD, BEACHWOOD, OH. THE SHEET LISTED BELOW SHALL BE REFERRED TO AS NECESSARY.



DATE: 11/19/2025  
 SHEET: 1 OF 6

23608 RANCH ROAD  
 City of Beachwood, OH

TITLE SHEET

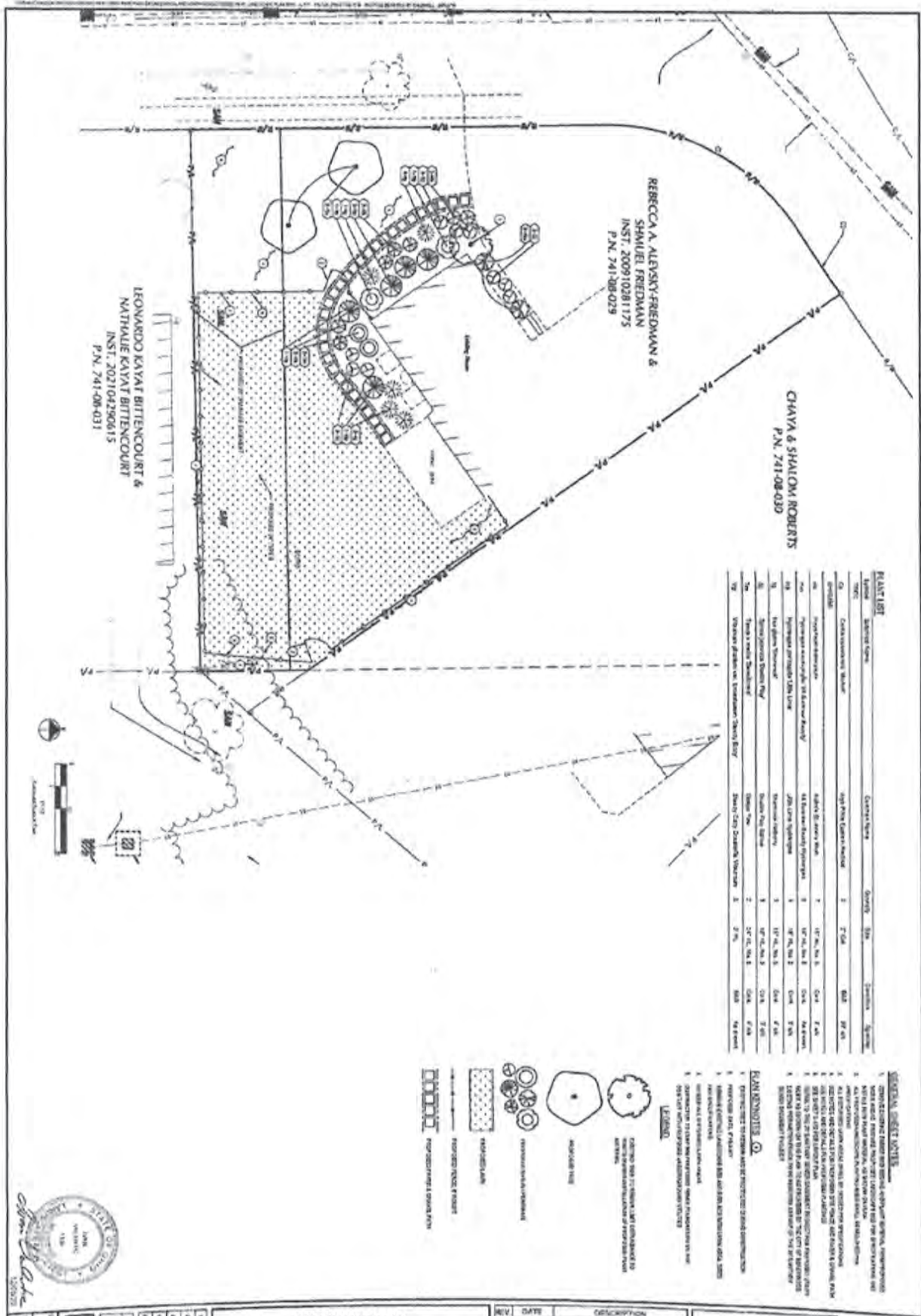
NO.	DATE	DESCRIPTION



**GPO GROUP**  
 LANDSCAPE ARCHITECTS  
 10000 W. 12TH AVE., SUITE 100  
 BEACHWOOD, OH 44125  
 (440) 241-1111  
 www.gpogroup.com



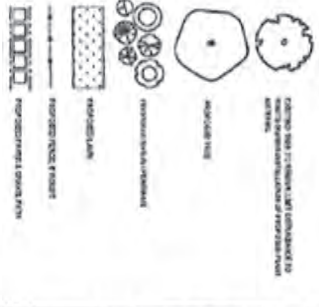




**PLANT LIST**

Symbol	Plant Name	Quantity	Size	Spacing	Notes
1	Plant Name	1	12" H. No. 1	6' x 6'	1st Row
2	Plant Name	2	12" H. No. 2	6' x 6'	2nd Row
3	Plant Name	3	12" H. No. 3	6' x 6'	3rd Row
4	Plant Name	4	12" H. No. 4	6' x 6'	4th Row
5	Plant Name	5	12" H. No. 5	6' x 6'	5th Row
6	Plant Name	6	12" H. No. 6	6' x 6'	6th Row
7	Plant Name	7	12" H. No. 7	6' x 6'	7th Row
8	Plant Name	8	12" H. No. 8	6' x 6'	8th Row
9	Plant Name	9	12" H. No. 9	6' x 6'	9th Row
10	Plant Name	10	12" H. No. 10	6' x 6'	10th Row
11	Plant Name	11	12" H. No. 11	6' x 6'	11th Row
12	Plant Name	12	12" H. No. 12	6' x 6'	12th Row
13	Plant Name	13	12" H. No. 13	6' x 6'	13th Row
14	Plant Name	14	12" H. No. 14	6' x 6'	14th Row
15	Plant Name	15	12" H. No. 15	6' x 6'	15th Row
16	Plant Name	16	12" H. No. 16	6' x 6'	16th Row
17	Plant Name	17	12" H. No. 17	6' x 6'	17th Row
18	Plant Name	18	12" H. No. 18	6' x 6'	18th Row
19	Plant Name	19	12" H. No. 19	6' x 6'	19th Row
20	Plant Name	20	12" H. No. 20	6' x 6'	20th Row
21	Plant Name	21	12" H. No. 21	6' x 6'	21st Row
22	Plant Name	22	12" H. No. 22	6' x 6'	22nd Row
23	Plant Name	23	12" H. No. 23	6' x 6'	23rd Row
24	Plant Name	24	12" H. No. 24	6' x 6'	24th Row
25	Plant Name	25	12" H. No. 25	6' x 6'	25th Row
26	Plant Name	26	12" H. No. 26	6' x 6'	26th Row
27	Plant Name	27	12" H. No. 27	6' x 6'	27th Row

- SPECIAL NOTES:**
1. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  2. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  3. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  4. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  5. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  6. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  7. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  8. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  9. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  10. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  11. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  12. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  13. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  14. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  15. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  16. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  17. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  18. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  19. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  20. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  21. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  22. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  23. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  24. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  25. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  26. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.
  27. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BEACHWOOD PLANTING SPECIFICATIONS.



23608 RANCH ROAD  
City of Beachwood, OH

PROPOSED

DATE: \_\_\_\_\_

SCALE: \_\_\_\_\_

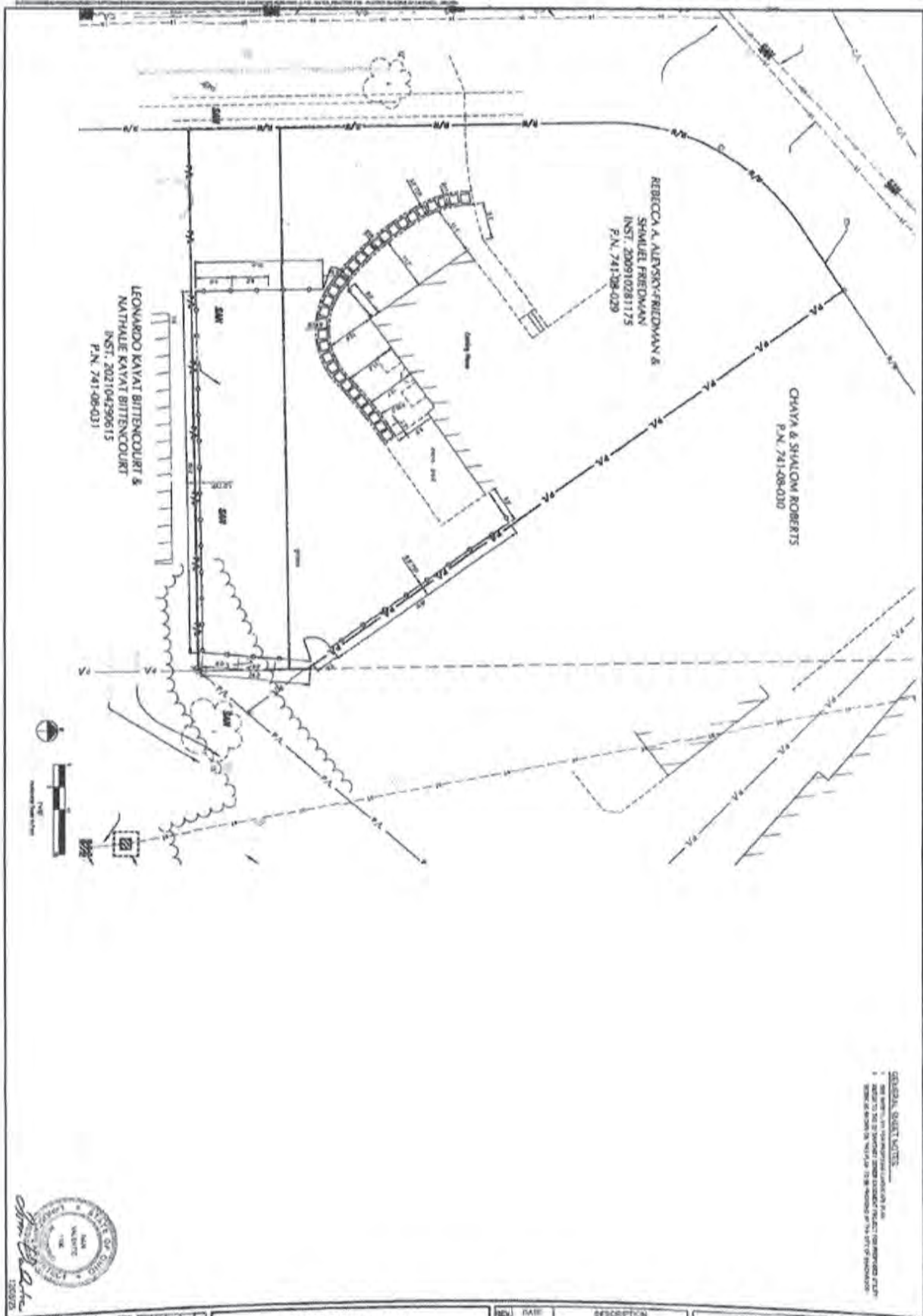
PROJECT NO: 2025119

DATE: 4-07-6

4 OF 6

SPD GROUP

Page 87 of 157



**GENERAL NOTES:**  
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

DATE	2025119.07
SCALE	1:112
PROJECT	508 6
DESIGNER	JJC
CHECKER	MG
DATE	2025119.07

23608 RANCH ROAD  
 City of Beachwood, OH

**PROPOSED  
 LAYOUT PLAN**

REV.	DATE	DESCRIPTION



**GPD GROUP**  
 10000 W. 12th Street, Suite 100  
 Overland Park, KS 66213  
 Phone: 913.666.1111  
 Fax: 913.666.1112  
 Website: www.gpdgroup.com



CITY OF BEACHWOOD  
FINANCE DEPARTMENT  
INTER-OFFICE COMMUNICATION

---

TO: Larry A. Heiser, Finance Director  
FROM: Carol Morrison, Purchasing Supervisor  
DATE: May 8, 2026  
RE: Rollins - 3-Year Pest Control Agreement

I am requesting your approval to present a proposed three-year agreement for pest control services to City Council for consideration and approval. The agreement covers all City buildings, the aquatic center, and City parks.

The vendor has provided pricing through Sourcewell, a City-approved cooperative purchasing program. Entering a three-year term will lock in current pricing for the next two years, which is expected to generate cost savings for the City by mitigating the impact of ongoing inflation.

Please let me know if you have any questions or if you would like additional information.

/cmm

INTRODUCED BY:

RESOLUTION NO. 2026-63

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ROLLINS, INC. D/B/A ORKIN, LLC FOR PEST CONTROL SERVICES FOR THE CITY OF BEACHWOOD; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City requires pest control services for City buildings, the aquatic center, and City parks to maintain safe, sanitary, and operational public facilities; and

WHEREAS, Rollins, Inc. d/b/a Orkin, LLC has provided pricing through Sourcewell, a cooperative purchasing program approved for use by the City; and

WHEREAS, the proposed agreement provides for a three-year term at a cost of Eleven Thousand Six Hundred Sixty-Eight Dollars and Eighteen Cents (\$11,668.18) per year, for a total amount not to exceed Thirty-Five Thousand Four Dollars and Fifty-Four Cents (\$35,004.54); and

WHEREAS, entering into a three-year agreement will lock in current pricing and is anticipated to generate cost savings by reducing the impact of inflation over the term of the contract; and

WHEREAS, City Council finds it to be in the best interest of the City to authorize the Mayor to enter into said agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: Council hereby authorizes the Mayor to enter into a three-year agreement with Rollins, Inc. d/b/a Orkin, LLC for pest control services for City buildings, the Aquatic Center, and City parks in an amount of Eleven Thousand Six Hundred Sixty-Eight Dollars and Eighteen Cents (\$11,668.18) per year, for a total amount not to exceed Thirty-Five Thousand Four Dollars and Fifty-Four Cents (\$35,004.54), as set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Resolution is declared an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason that it is necessary to ensure the continuation of pest control services at City facilities and properties; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

RESOLUTION NO. 2026-63

Attest: I hereby certify this legislation was duly adopted on the 15<sup>th</sup> day of June, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16<sup>th</sup> day of June, 2026.

\_\_\_\_\_

Clerk

Approval: I have approved this legislation this 16<sup>th</sup> day of June, 2026, and filed it with the Clerk.

\_\_\_\_\_

Mayor



Sourcewell Pricing  
4/10/2026

City Of Beachwood	CITY OF BEACHWOOD 25325 FAIRMOUNT BLVD BEACHWOOD, OH 44122		PER SERVICE CHARGE	TOTAL FOR THE YR
Quarterly				
Fire station#1	2655 Richmond Rd.	General pest control	\$74.93	\$299.72
		Perimeter defense spray	\$300.00	\$900
Fire station#2	3777 Richmond Rd.	General pest control	\$74.93	\$299.72
		Perimeter defense spray	\$300.00	\$900
Public Works	23355 Mercantile Rd	General pest control	\$110.20	\$440.80
		Perimeter defense spray	\$400.00	\$1,200.00
City Of Beachwood – (May through October) Aquatic Center lifeguard office, playground, concessions, tennis & pickle ball courts, restrooms, comfort area building across from tennis courts	25125 Fairmount Boulevard	General pest control	\$134.74	\$808.44
City Of Beachwood – Tri-Annual Perimeter Spray exterior PDS: Shaker Park West - 24625 Shaker Blvd rec shed Shaker Park East -26001 Shaker Blvd walk left spray bridge walk right spray, bridge and pavilion Dog Park -25999 Shaker Blvd	25125 Fairmount Boulevard	Perimeter defense spray	\$1,494.30	\$4,482.90
City Of Beachwood – City Hall, Community Center and police department	25325 Fairmount Boulevard	General pest control	\$220.40	\$881.60
		Perimeter defense spray	\$425.00	\$1,275
Fitness court at City Park East	25815 shaker Blvd., East	Perimeter defense spray	\$60.00	\$180
Number of Years: 3			GRAND TOTAL	\$11,668.18

Company name: CITY OF BEACHWOOD  
Name:  
Sign:  
Date:

*Fyle Bizzo* 4-27-26

Cleveland Commercial  
6670 W. Snowville Rd Suite 4  
Brecksville, OH 44141



# Commercial Services Agreement

Customer Name City Of Beachwood- FIRE STATION #1 Date 2/20/26

Billing Address 25325 Fairmount Blvd

City Beachwood State Ohio Zip Code 44122 Phone (216) 292-1913

### I. INTENT

A. This Agreement is intended to constitute a mutual understanding between \_\_\_\_\_ (hereinafter the Customer) and Orkin, LLC (hereinafter "Orkin").

B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address):

2655 Richmond Rd Beachwood Ohio 44122

County Name: Cuyahoga Is this within city limits  Yes  No  Food Safety with GM QA  Health Care  Health Care with GM QA

Pharmaceutical with GM QA  Element  AirRemedy™  AirSpa™

Actizyme: Odor Neutralizer  Fly Foam Service  Other \_\_\_\_\_

### II. SCOPE AND NATURE OF WORK

A. Orkin agrees to provide service for the following pests (the "Covered Pests")  
 Roaches  Common ants  Rats and mice  Pharaoh ants  Common spiders  Fleas  Odor  Other \_\_\_\_\_

Service means the periodic treatment to help control/combat the Covered Pests. Service cannot guarantee the Covered Pests will not return, but if they do, Orkin will retreat, as set out under the Triple Guarantee attached hereto and incorporated into this Agreement. \*Additional per service charge required to cover these ants.

B. **Service Exclusions. Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover other pests including, but not limited to: Carpenter Ants, Fire Ants, Tawny Ants, Bed Bugs, Bat Bugs, Brown Recluse Spiders, Mosquitoes, Stored Product Pests, Birds, Wildlife, Termites and other wood destroying organisms, or mold like conditions. Service for these pests requires a separate agreement or addendum. The requirement of a separate agreement or addendum can not be waived by the Customer or any employee or agent of Orkin. This exclusion can not be waived by the Customer or any employee or agent of Orkin.

### III. CUSTOMER OBLIGATIONS

A. The Customer shall extend all reasonably necessary cooperation to ensure satisfaction from pest services, including: availability of premises; appropriate sanitation, and corrective construction measures.

B. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported to the Customer in writing by Orkin, the Customer shall take the necessary steps to correct such conditions.

C. The Customer is responsible for communicating with all persons in the premises about the treatments and the nature of services offered hereunder; moreover, the Customer acknowledges that it has no information, or has communicated to Orkin in writing any information it does have, that any persons in the premises have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.

D. Should the Customer discover any covered pests during the term of this Agreement, they must follow the applicable notification and documentation processes as set out in the scope of service, provided by Orkin.

E. Failure of the Customer to take necessary steps to correct conditions reported to it or to otherwise comply with the Customer Obligations in Section III will relieve Orkin of its obligations under the Triple Guarantee and will permit Orkin, at its discretion, to terminate this Agreement with sixty (60) days written notice.

### IV. SERVICE SCHEDULE

A. Orkin service representative shall service the Customer (service frequency):  1 Time  2 Times  4 Times per month  Other Quarterly 4

All areas requiring attention shall be treated as deemed necessary by Orkin.

B. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### V. TERMS AND PRICE INCREASES:

A. This agreement shall be effective for a period of  1  2  3 years from the date hereof, and thereafter the term shall automatically renew for additional terms of one (1) year. This agreement can be cancelled by either party by giving written notice of termination at least 60 days prior to the end of the applicable term then in effect.

B. ~~For multiple year agreements, the service charge will not increase for two years after the initial treatment. Thereafter, and for all non multiple year agreements, Orkin shall have the right to increase the service charges effective anytime after the anniversary date of the initial treatment.~~

### VI. PAYMENT

A. The cost of the services described herein shall be \$ \_\_\_\_\_ plus tax of \$ \_\_\_\_\_ for the initial service and \$ 74.93 plus tax of \$ 0

per service thereafter for a period of (12) months. You will receive an invoice in the month serviced. Payment shall be due upon receipt of invoice.

### VII. MATERIALS

The materials used to control pests in and around Customer's premises shall be used in accordance with each product's label and specifications and in conformance with applicable Federal, State and Local laws and regulations.

### VIII. RELEASE AND LIMITATION OF LIABILITY:

A. Customer expressly releases Orkin from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) unless caused by the gross negligence or willful misconduct of Orkin. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided at the affected location(s).

B. **IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.**

### IX. EQUIPMENT REPLACEMENT

A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear excepted. All Equipment (which includes rodent barrier equipment, air products, or insect light traps) that is damaged, lost or destroyed on the Customer's premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs, unless such loss or damage was caused by Orkin's own negligence. Orkin shall retain ownership of leased components.

B. Upon termination of this Agreement for any reason, the Customer agrees to make the leased components available to Orkin. At Orkin's discretion, Orkin may in a lawful manner and without breach of the peace, enter upon the Customer's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to the Customer's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

I have read and understand all the terms of this Agreement on the reverse side.

Payment Summary		Green GPC
<b>1. INITIAL SERVICE PAYMENT</b>		
a. Initial/Start-up Service	\$ _____	
b. One-Time Charges	\$ _____	
c. Product Sales	\$ _____	
d. Sales Tax, if applicable	\$ _____	
Total (1a+1b+1c+1d)	\$ _____	<b>0</b>
<b>2. RECURRING SERVICE CHARGES</b>		
a. Per Service Treatment Charges	\$ _____	<b>74.93</b>
b. Sales Tax, if applicable	\$ _____	
Total (2a+2b)	\$ _____	<b>74.93</b>
<b>3. RECURRING LEASE SERVICE CHARGES</b>		
a. Leased Component Charges	\$ _____	
b. Sales Tax, if applicable	\$ _____	
Total (3a+3b)	\$ _____	<b>0</b>
<input type="checkbox"/> Sconce <input type="checkbox"/> Standard <input type="checkbox"/> Industrial <input type="checkbox"/> AutoFresh <input type="checkbox"/> Actizyme: Odor Neutralizer <input type="checkbox"/> AirRemedy™ <input type="checkbox"/> AirSpa™ <input type="checkbox"/> AirRemedy Alpha <input type="checkbox"/> AirSpa Alpha <input type="checkbox"/> AirRemedy Beta <input type="checkbox"/> AirSpa Beta <input type="checkbox"/> AirRemedy Gamma <input type="checkbox"/> AirSpa Gamma <input type="checkbox"/> AirRemedy AirPulse <input type="checkbox"/> AirSpa AirPulse		
Initial Service Investment (Totals of 1+3)	\$ _____	<b>0</b>
Recurring Service/Lease Payment (Totals of 2+3)	\$ _____	<b>74.93</b>
<b>METHOD OF PAYMENT:</b>		
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> PAYMENT OPTION FORM <input type="checkbox"/> P.O.# _____		

CB  
MAK

**Lyle Biggs** 6973836  
Inspector Name (PRINT) Applicator's License #  
**(440) 453-5922**  
Branch Telephone Number  
*Anthony Lee*  
Branch Manager's Signature  
162181APP (rev 8.25)

**6670 W Snowville Rd Suite 4**  
Branch Street Address  
**Brecksville** **OH** **44141**  
City State Zip Code  
**2/20/26**  
Date  
Customer's Signature

OFFICE COPY Customer Email: [mike.rider@beachwoodohio.com](mailto:mike.rider@beachwoodohio.com)

- X. **INSURANCE:** Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.
- XI. **CHEMICAL INFORMATION WARNING:** Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.
- XII. **CUSTOMER INITIALS** Cmm **DISPUTE RESOLUTION:** (A.) **Mediation/Arbitration:** Any controversy or claim arising out of or relating to this agreement, or the services performed by Orkin under this agreement or any other agreement, regardless of whether the controversy or claim arose before or after the execution, transfer or acceptance of this agreement, including but not limited to any tort and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, shall be settled by binding arbitration. Unless the parties agree otherwise, the arbitration shall be administered under the rules of the American Arbitration Association ("AAA") and shall be conducted by AAA. If administered under the AAA rules, a claim shall be determined under the AAA supplementary procedures for consumer related disputes in cases where such procedures are applicable. Any other controversy or claim shall be determined under the AAA Commercial arbitration rules. The customer and Orkin agree that the arbitrator shall follow the substantive law, including the terms and conditions of this agreement. Either party has the right to require a panel of three (3) arbitrators, but in the absence of the parties' Agreement, the requesting party shall be responsible for the cost of the additional arbitrators. Either party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties, except that a party may within 30 days of the original award request an arbitral appeal to an appeal tribunal, constituted in the same number and by the same process as the initial arbitrator(s). The appealing party shall be responsible for the filing fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. The appeal tribunal shall review all questions of law and fact under a clearly erroneous standard. The award of the appeal tribunal shall be final and binding. Judgment may be entered on the award in any court having jurisdiction thereof. Customer and Orkin acknowledge and agree that this arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the federal arbitration act. Before having recourse to arbitration, Customer and Orkin each agrees to try in good faith to settle any controversy or claim by at least four (4) hours of mediation administered under the AAA commercial mediation rules with Orkin agreeing to pay the costs of the mediation. The AAA may be contacted at the toll-free number 800.778.7879, or through the following website: <http://www.adr.org>. (B.) **Class Action Waiver:** any legal proceeding of any nature must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action, or multiple plaintiff or similar representative proceeding.
- XIII. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Unless otherwise expressly provided herein, no changes, alterations, or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto, no dealings between the parties or customs shall be permitted to contradict, vary, add to, or modify the written terms of this Agreement. If any term or provision, or portion thereof, is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to each such term or provision, and such unenforceable term or provision shall not affect any other term or provision of this Agreement, and the remaining terms and provisions of this Agreement shall remain binding and be construed and enforced accordingly. This Agreement is the product of negotiations between the Parties and shall be construed without regard to any presumption or rule requiring adverse construction or interpretation against either Party.
- XIV. **FORCE MAJEURE:** Orkin will be relieved of its obligations and may terminate this Agreement upon providing sixty (60) days' written notice if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Orkin's obligations under this Agreement. Moreover, Orkin may terminate if it cannot perform its responsibilities due to (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats, or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) unavailability of pesticides or other supplies for ordinary sources; and (j) shortage of adequate power or transportation facilities.



# Commercial Services Agreement

Customer Name City Of Beachwood- FIRE STATION #1 Date 2/20/26

Billing Address 25325 Fairmount Blvd

City Beachwood State Ohio Zip Code 44122 Phone (216) 292-1913

### I. INTENT

A. This Agreement is intended to constitute a mutual understanding between (hereinafter the Customer) and Orkin, LLC (hereinafter "Orkin").

B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address):  
2655 Richmond Rd Beachwood Ohio 44122

County Name: Cuyahoga Is this within city limits  Yes  No  Food Safety with GM QA  Health Care  Health Care with GM QA

Pharmaceutical with GM QA  Element  AirRemedy™  AirSpa™  
 Actizyme: Odor Neutralizer  Fly Foam Service  Other Perimeter defense

### II. SCOPE AND NATURE OF WORK

A. Orkin agrees to provide service for the following pests (the "Covered Pests")  
 Roaches  Common ants  Rats and mice  Pharaoh ants\*  Common spiders  Fleas  Odor  Other Stinging insects on BLDG

Service means the periodic treatment to help control/combate the Covered Pests. Service cannot guarantee the Covered Pests will not return, but if they do, Orkin will retreat, as set out under the Triple Guarantee attached hereto and incorporated into this Agreement. \*Additional per service charge required to cover these ants.

B. **Service Exclusions. Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover other pests including, but not limited to: Carpenter Ants, Fire Ants, Tawny Ants, Bed Bugs, Bat Bugs, Brown Recluse Spiders, Mosquitoes, Stored Product Pests, Birds, Wildlife, Termites and other wood destroying organisms, or mold like conditions. Service for these pests requires a separate agreement or addendum. The requirement of a separate agreement or addendum can not be waived by the Customer or any employee or agent of Orkin. This exclusion can not be waived by the Customer or any employee or agent of Orkin.

### III. CUSTOMER OBLIGATIONS

- A. The Customer shall extend all reasonably necessary cooperation to ensure satisfaction from pest services, including: availability of premises; appropriate sanitation, and corrective construction measures.
- B. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported to the Customer in writing by Orkin, the Customer shall take the necessary steps to correct such conditions.
- C. The Customer is responsible for communicating with all persons in the premises about the treatments and the nature of services offered hereunder; moreover, the Customer acknowledges that it has no information, or has communicated to Orkin in writing any information it does have, that any persons in the premises have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.
- D. Should the Customer discover any covered pests during the term of this Agreement, they must follow the applicable notification and documentation processes as set out in the scope of service, provided by Orkin.
- E. Failure of the Customer to take necessary steps to correct conditions reported to it or to otherwise comply with the Customer Obligations in Section III will relieve Orkin of its obligations under the Triple Guarantee and will permit Orkin, at its discretion, to terminate this Agreement with sixty (60) days written notice.

### IV. SERVICE SCHEDULE

- A. Orkin service representative shall service the Customer (service frequency):  1 Time  2 Times  4 Times per month  Other Tri annual  
All areas requiring attention shall be treated as deemed necessary by Orkin.
- B. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### V. TERMS AND PRICE INCREASES:

- A. This agreement shall be effective for a period of  1  2  3 years from the date hereof, and thereafter the term shall automatically renew for additional terms of one (1) year. This agreement can be cancelled by either party by giving written notice of termination at least 60 days prior to the end of the applicable term then in effect.
- B. For multiple year agreements, the service charge will not increase for two years after the initial treatment. Thereafter, and for all non-multiple year agreements, Orkin shall have the right to increase the service charges effective any time after the anniversary date of the initial treatment.

43  
MAK

### VI. PAYMENT

- A. The cost of the services described herein shall be \$ \_\_\_\_\_ plus tax of \$ \_\_\_\_\_ for the initial service and \$ 300 plus tax of \$ 0

per service thereafter for a period of (12) months. You will receive an invoice in the month serviced. Payment shall be due upon receipt of invoice.

### VII. MATERIALS

The materials used to control pests in and around Customer's premises shall be used in accordance with each product's label and specifications and in conformance with applicable Federal, State and Local laws and regulations.

### VIII. RELEASE AND LIMITATION OF LIABILITY:

- A. Customer expressly releases Orkin from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) unless caused by the gross negligence or willful misconduct of Orkin. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided at the affected location(s).
- B. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

### IX. EQUIPMENT REPLACEMENT

- A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear excepted. All Equipment (which includes rodent barrier equipment, air products, or insect light traps) that is damaged, lost or destroyed on the Customer's premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs, unless such loss or damage was caused by Orkin's own negligence. Orkin shall retain ownership of leased components.
- B. Upon termination of this Agreement for any reason, the Customer agrees to make the leased components available to Orkin. At Orkin's discretion, Orkin may in a lawful manner and without breach of the peace, enter upon the Customer's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to the Customer's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

I have read and understand all the terms of this Agreement on the reverse side.

Payment Summary	
<b>1. INITIAL SERVICE PAYMENT</b>	
a. Initial/Start-up Service	\$ _____
b. One-Time Charges	\$ _____
c. Product Sales	\$ _____
d. Sales Tax, if applicable	\$ _____
Total (1a+1b+1c+1d)	\$ <u>0</u>
<b>2. RECURRING SERVICE CHARGES</b>	
a. Per Service Treatment Charges	\$ <u>300.00</u>
b. Sales Tax, if applicable	\$ <u>0.00</u>
Total (2a+2b)	\$ <u>300.00</u>
<b>3. RECURRING LEASE SERVICE CHARGES</b>	
a. Leased Component Charges	\$ _____
b. Sales Tax, if applicable	\$ _____
Total (3a+3b)	\$ <u>0</u>
<input type="checkbox"/> Sconce <input type="checkbox"/> Standard <input type="checkbox"/> Industrial <input type="checkbox"/> AutoFresh <input type="checkbox"/> Actizyme: Odor Neutralizer <input type="checkbox"/> AirRemedy™ <input type="checkbox"/> AirSpa™ <input type="checkbox"/> AirRemedy Alpha <input type="checkbox"/> AirSpa Alpha <input type="checkbox"/> AirRemedy Beta <input type="checkbox"/> AirSpa Beta <input type="checkbox"/> AirRemedy Gamma <input type="checkbox"/> AirSpa Gamma <input type="checkbox"/> AirRemedy AirPulse <input type="checkbox"/> AirSpa AirPulse	
Initial Service Investment (Totals of 1+3)	\$ <u>0</u>
Recurring Service/Lease Payment (Totals of 2+3)	\$ <u>300.00</u>
<b>METHOD OF PAYMENT:</b>	
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> PAYMENT OPTION FORM <input type="checkbox"/> P.O. # _____	

**Lyle Biggs** 6973836  
 Inspector Name (PRINT) Applicator's License #  
 (440) 453-5922  
 Branch Telephone Number  
Anthony Lee 2/20/26  
 Branch Management Signature Date  
 162181APP (rev 8/25)

6670 W Snowville Rd Suite 4  
 Branch Street Address  
**Brecksville** OH 44141  
 City State Zip Code  
 2/20/26  
 Customer's Signature Date

OFFICE COPY Customer Email: mike.rider@beachwoodohio.com

- X. **INSURANCE:** Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.
- XI. **CHEMICAL INFORMATION WARNING:** Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.
- XII. **CUSTOMER INITIALS:** JB **DISPUTE RESOLUTION:** (A.) Mediation/Arbitration: Any controversy or claim arising out of or relating to this agreement, or the services performed by Orkin under this agreement or any other agreement, regardless of whether the controversy or claim arose before or after the execution, transfer or acceptance of this agreement, including but not limited to any tort and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, shall be settled by binding arbitration. Unless the parties agree otherwise, the arbitration shall be administered under the rules of the American Arbitration Association ("AAA") and shall be conducted by AAA. If administered under the AAA rules, a claim shall be determined under the AAA supplementary procedures for consumer related disputes in cases where such procedures are applicable. Any other controversy or claim shall be determined under the AAA Commercial arbitration rules. The customer and Orkin agree that the arbitrator shall follow the substantive law, including the terms and conditions of this agreement. Either party has the right to require a panel of three (3) arbitrators, but in the absence of the parties' Agreement, the requesting party shall be responsible for the cost of the additional arbitrators. Either party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties, except that a party may within 30 days of the original award request an arbitral appeal to an appeal tribunal, constituted in the same number and by the same process as the initial arbitrator(s). The appealing party shall be responsible for the filing fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. The appeal tribunal shall review all questions of law and fact under a clearly erroneous standard. The award of the appeal tribunal shall be final and binding. Judgment may be entered on the award in any court having jurisdiction thereof. Customer and Orkin acknowledge and agree that this arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the federal arbitration act. Before having recourse to arbitration, Customer and Orkin each agrees to try in good faith to settle any controversy or claim by at least four (4) hours of mediation administered under the AAA commercial mediation rules with Orkin agreeing to pay the costs of the mediation. The AAA may be contacted at the toll-free number 800.778.7879, or through the following website: <http://www.adr.org>. (B.) Class Action Waiver: any legal proceeding of any nature must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action, or multiple plaintiff or similar representative proceeding.
- XIII. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Unless otherwise expressly provided herein, no changes, alterations, or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto, no dealings between the parties or customs shall be permitted to contradict, vary, add to, or modify the written terms of this Agreement. If any term or provision, or portion thereof, is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to each such term or provision, and such unenforceable term or provision shall not affect any other term or provision of this Agreement, and the remaining terms and provisions of this Agreement shall remain binding and be construed and enforced accordingly. This Agreement is the product of negotiations between the Parties and shall be construed without regard to any presumption or rule requiring adverse construction or interpretation against either Party.
- XIV. **FORCE MAJEURE:** Orkin will be relieved of its obligations and may terminate this Agreement upon providing sixty (60) days' written notice if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Orkin's obligations under this Agreement. Moreover, Orkin may terminate if it cannot perform its responsibilities due to (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats, or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) unavailability of pesticides or other supplies for ordinary sources, and (j) shortage of adequate power or transportation facilities.



# Commercial Services Agreement

Customer Name City Of Beachwood-Aquatic Center Date 2/20/26

Billing Address 25325 Fairmount Blvd

City Beachwood State Ohio Zip Code 44122 Phone \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between \_\_\_\_\_ (hereinafter the Customer) and Orkin, LLC (hereinafter "Orkin").
- B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address):  
25125 Fairmount Blvd Beachwood Ohio 44122

County Name: Cuyahoga Is this within city limits:  Yes  No

- Food Safety with GM QA  Health Care  Health Care with GM QA
- Pharmaceutical with GM QA  Element  AirRemedy™  AirSpa™
- Actizyme: Odor Neutralizer  Fly Foam Service  Other \_\_\_\_\_

### II. SCOPE AND NATURE OF WORK

- A. Orkin agrees to provide service for the following pests (the "Covered Pests")  
 Roaches  Common ants  Rats and mice  Pharaoh ants\*  Common spiders  Fleas  Odor  Other \_\_\_\_\_  
Service means the periodic treatment to help control/combate the Covered Pests. Service cannot guarantee the Covered Pests will not return, but if they do, Orkin will retreat, as set out under the Triple Guarantee attached hereto and incorporated into this Agreement. \*Additional per service charge required to cover these ants.
- B. **Service Exclusions. Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover other pests including, but not limited to: Carpenter Ants, Fire Ants, Tawny Ants, Bed Bugs, Bat Bugs, Brown Recluse Spiders, Mosquitoes, Stored Product Pests, Birds, Wildlife, Termites and other wood destroying organisms, or mold like conditions. Service for these pests requires a separate agreement or addendum. The requirement of a separate agreement or addendum can not be waived by the Customer or any employee or agent of Orkin. This exclusion can not be waived by the Customer or any employee or agent of Orkin.

### III. CUSTOMER OBLIGATIONS

- A. The Customer shall extend all reasonably necessary cooperation to ensure satisfaction from pest services, including: availability of premises; appropriate sanitation, and corrective construction measures.
- B. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported to the Customer in writing by Orkin, the Customer shall take the necessary steps to correct such conditions.
- C. The Customer is responsible for communicating with all persons in the premises about the treatments and the nature of services offered hereunder; moreover, the Customer acknowledges that it has no information, or has communicated to Orkin in writing any information it does have, that any persons in the premises have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.
- D. Should the Customer discover any covered pests during the term of this Agreement, they must follow the applicable notification and documentation processes as set out in the scope of service, provided by Orkin.
- E. Failure of the Customer to take necessary steps to correct conditions reported to it or to otherwise comply with the Customer Obligations in Section III will relieve Orkin of its obligations under the Triple Guarantee and will permit Orkin, at its discretion, to terminate this Agreement with sixty (60) days written notice.

### IV. SERVICE SCHEDULE

- A. Orkin service representative shall service the Customer (service frequency):  1 Time  2 Times  4 Times per month  Other May -Oct  
All areas requiring attention shall be treated as deemed necessary by Orkin.
- B. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### V. TERMS AND PRICE INCREASES:

- A. This agreement shall be effective for a period of  1  2  3 years from the date hereof, ~~and thereafter the term shall automatically renew for additional terms of one (1) year.~~ This agreement can be cancelled by either party by giving written notice of termination at least 60 days prior to the end of the applicable term then in effect.
- B. ~~For multiple year agreements, the service charge will not increase for two years after the initial treatment. Thereafter, and for all non-multiple year agreements, Orkin shall have the right to increase the service charges effective anytime after the anniversary date of the initial treatment.~~

### VI. PAYMENT

- A. The cost of the services described herein shall be \$ \_\_\_\_\_ plus tax of \$ \_\_\_\_\_ for the initial service and \$ 134.74 plus tax of \$ 0.00

per service thereafter for a period of (\_\_\_\_) months. You will receive an invoice in the month serviced. Payment shall be due upon receipt of invoice.

### VII. MATERIALS

The materials used to control pests in and around Customer's premises shall be used in accordance with each product's label and specifications and in conformance with applicable Federal, State and Local laws and regulations.

### VIII. RELEASE AND LIMITATION OF LIABILITY:

- A. Customer expressly releases Orkin from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) unless caused by the gross negligence or willful misconduct of Orkin. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided at the affected location(s).
- B. **IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.**

### IX. EQUIPMENT REPLACEMENT

- A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear excepted. All Equipment (which includes rodent barrier equipment, air products, or insect light traps) that is damaged, lost or destroyed on the Customer's premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs, unless such loss or damage was caused by Orkin's own negligence. Orkin shall retain ownership of leased components.
- B. Upon termination of this Agreement for any reason, the Customer agrees to make the leased components available to Orkin. At Orkin's discretion, Orkin may in a lawful manner and without breach of the peace, enter upon the Customer's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to the Customer's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

I have read and understand all the terms of this Agreement on the reverse side.

Payment Summary	
<b>1. INITIAL SERVICE PAYMENT</b>	
a. Initial/Start-up Service	\$ _____
b. One-Time Charges	\$ _____
c. Product Sales	\$ _____
d. Sales Tax, if applicable	\$ _____
Total (1a+1b+1c+1d)	\$ <b>0</b>
<b>2. RECURRING SERVICE CHARGES</b>	
a. Per Service Treatment Charges	\$ <b>134.74</b>
b. Sales Tax, if applicable	\$ <b>0.00</b>
Total (2a+2b)	\$ <b>134.74</b>
<b>3. RECURRING LEASE SERVICE CHARGES</b>	
a. Leased Component Charges	\$ _____
b. Sales Tax, if applicable	\$ _____
Total (3a+3b)	\$ <b>0</b>
<input type="checkbox"/> Sconce <input type="checkbox"/> Standard <input type="checkbox"/> Industrial <input type="checkbox"/> AutoFresh <input type="checkbox"/> Actizyme: Odor Neutralizer <input type="checkbox"/> AirRemedy™ <input type="checkbox"/> AirSpa™ <input type="checkbox"/> AirRemedy Alpha <input type="checkbox"/> AirSpa Alpha <input type="checkbox"/> AirRemedy Beta <input type="checkbox"/> AirSpa Beta <input type="checkbox"/> AirRemedy Gamma <input type="checkbox"/> AirSpa Gamma <input type="checkbox"/> AirRemedy AirPulse <input type="checkbox"/> AirSpa AirPulse	
Initial Service Investment (Totals of 1+3)	\$ <b>0</b>
Recurring Service/Lease Payment (Totals of 2+3)	\$ <b>134.74</b>
<b>METHOD OF PAYMENT:</b>	
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> PAYMENT OPTION FORM <input type="checkbox"/> P.O.# _____	

Lyle Biggs 6973836  
Inspector Name (PRINT) Applicator's License #

(440) 453-5922  
Branch Telephone Number

Anthony Lee 2/20/26  
Branch Management Signature Date

102181APP (rev 8.26)

6670 W Snowville Rd Suite 4  
Branch Street Address

Brecksville OH 44141  
City State Zip Code

Customer's Signature Date 2/20/26

OFFICE COPY Customer Email: mike.rider@beachwoodohio.com

- X. INSURANCE:** Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.
- XI. CHEMICAL INFORMATION WARNING:** Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.
- XII. CUSTOMER INITIALS:** Cmm **DISPUTE RESOLUTION:** (A.) Mediation/Arbitration: Any controversy or claim arising out of or relating to this agreement, or the services performed by Orkin under this agreement or any other agreement, regardless of whether the controversy or claim arose before or after the execution, transfer or acceptance of this agreement, including but not limited to any tort and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, shall be settled by binding arbitration. Unless the parties agree otherwise, the arbitration shall be administered under the rules of the American Arbitration Association ("AAA") and shall be conducted by AAA. If administered under the AAA rules, a claim shall be determined under the AAA supplementary procedures for consumer related disputes in cases where such procedures are applicable. Any other controversy or claim shall be determined under the AAA Commercial arbitration rules. The customer and Orkin agree that the arbitrator shall follow the substantive law, including the terms and conditions of this agreement. Either party has the right to require a panel of three (3) arbitrators, but in the absence of the parties' Agreement, the requesting party shall be responsible for the cost of the additional arbitrators. Either party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties, except that a party may within 30 days of the original award request an arbitral appeal to an appeal tribunal, constituted in the same number and by the same process as the initial arbitrator(s). The appealing party shall be responsible for the filing fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. The appeal tribunal shall review all questions of law and fact under a clearly erroneous standard. The award of the appeal tribunal shall be final and binding. Judgment may be entered on the award in any court having jurisdiction thereof. Customer and Orkin acknowledge and agree that this arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the federal arbitration act. Before having recourse to arbitration, Customer and Orkin each agrees to try in good faith to settle any controversy or claim by at least four (4) hours of mediation administered under the AAA commercial mediation rules with Orkin agreeing to pay the costs of the mediation. The AAA may be contacted at the toll-free number 800.778.7879, or through the following website: <http://www.adr.org>. (B.) Class Action Waiver: any legal proceeding of any nature must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action, or multiple plaintiff or similar representative proceeding.
- XIII. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Unless otherwise expressly provided herein, no changes, alterations, or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto, no dealings between the parties or customs shall be permitted to contradict, vary, add to, or modify the written terms of this Agreement. If any term or provision, or portion thereof, is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to each such term or provision, and such unenforceable term or provision shall not affect any other term or provision of this Agreement, and the remaining terms and provisions of this Agreement shall remain binding and be construed and enforced accordingly. This Agreement is the product of negotiations between the Parties and shall be construed without regard to any presumption or rule requiring adverse construction or interpretation against either Party.
- XIV. FORCE MAJEURE:** Orkin will be relieved of its obligations and may terminate this Agreement upon providing sixty (60) days' written notice if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Orkin's obligations under this Agreement. Moreover, Orkin may terminate if it cannot perform its responsibilities due to (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats, or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) unavailability of pesticides or other supplies for ordinary sources, and (j) shortage of adequate power or transportation facilities.



# Commercial Services Agreement

Customer Name City Of Beachwood Date 2/20/26

Billing Address 25325 Fairmount Blvd

City Beachwood State Ohio Zip Code 44122 Phone \_\_\_\_\_

### I. INTENT

A. This Agreement is intended to constitute a mutual understanding between (hereinafter the Customer) and Orkin, LLC (hereinafter "Orkin").

B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address):  
25125 Fairmount Blvd Beachwood Ohio 44122

County Name: Cuyahoga Is this within city limits  Yes  No

- Food Safety with GM QA  Health Care  Health Care with GM QA
- Pharmaceutical with GM QA  Element  AirRemedy™  AirSpa™
- Actizyme: Odor Neutralizer  Fly Foam Service  Other Perimeter defense

### II. SCOPE AND NATURE OF WORK

A. Orkin agrees to provide service for the following pests (the "Covered Pests")  
 Roaches  Common ants  Rats and mice  Pharaoh ants\*  Common spiders  Fleas  Odor  Other Stinging insects on BLDG  
Service means the periodic treatment to help control/combate the Covered Pests. Service cannot guarantee the Covered Pests will not return, but if they do, Orkin will retreat, as set out under the Triple Guarantee attached hereto and incorporated into this Agreement. \*Additional per service charge required to cover these ants.

B. **Service Exclusions. Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover other pests including, but not limited to: Carpenter Ants, Fire Ants, Tawny Ants, Bed Bugs, Bat Bugs, Brown Recluse Spiders, Mosquitoes, Stored Product Pests, Birds, Wildlife, Termites and other wood destroying organisms, or mold like conditions. Service for these pests requires a separate agreement or addendum. The requirement of a separate agreement or addendum can not be waived by the Customer or any employee or agent of Orkin. This exclusion can not be waived by the Customer or any employee or agent of Orkin.

### III. CUSTOMER OBLIGATIONS

A. The Customer shall extend all reasonably necessary cooperation to ensure satisfaction from pest services, including: availability of premises; appropriate sanitation, and corrective construction measures.

B. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported to the Customer in writing by Orkin, the Customer shall take the necessary steps to correct such conditions.

C. The Customer is responsible for communicating with all persons in the premises about the treatments and the nature of services offered hereunder; moreover, the Customer acknowledges that it has no information, or has communicated to Orkin in writing any information it does have, that any persons in the premises have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.

D. Should the Customer discover any covered pests during the term of this Agreement, they must follow the applicable notification and documentation processes as set out in the scope of service, provided by Orkin.

E. Failure of the Customer to take necessary steps to correct conditions reported to it or to otherwise comply with the Customer Obligations in Section III will relieve Orkin of its obligations under the Triple Guarantee and will permit Orkin, at its discretion, to terminate this Agreement with sixty (60) days written notice.

### IV. SERVICE SCHEDULE

A. Orkin service representative shall service the Customer (service frequency):  1 Time  2 Times  4 Times per month  Other April July Oct  
All areas requiring attention shall be treated as deemed necessary by Orkin.

B. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### V. TERMS AND PRICE INCREASES:

A. This agreement shall be effective for a period of  1  2  3 years from the date hereof, and thereafter the term shall automatically renew for additional terms of one (1) year. This agreement can be cancelled by either party by giving written notice of termination at least 60 days prior to the end of the applicable term then in effect.

B. ~~For multiple year agreements, the service charge will not increase for two years after the initial treatment. Thereafter, and for all non multiple year agreements, Orkin shall have the right to increase the service charges effective anytime after the anniversary date of the initial treatment.~~

### VI. PAYMENT

A. The cost of the services described herein shall be \$ \_\_\_\_\_ plus tax of \$ \_\_\_\_\_ for the initial service and \$ 1494.30 plus tax of \$ 0

per service thereafter for a period of (12) months. You will receive an invoice in the month serviced. Payment shall be due upon receipt of invoice.

### VII. MATERIALS

The materials used to control pests in and around Customer's premises shall be used in accordance with each product's label and specifications and in conformance with applicable Federal, State and Local laws and regulations.

### VIII. RELEASE AND LIMITATION OF LIABILITY:

A. Customer expressly releases Orkin from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) unless caused by the gross negligence or willful misconduct of Orkin. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided at the affected location(s).

B. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

### IX. EQUIPMENT REPLACEMENT

A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear excepted. All Equipment (which includes rodent barrier equipment, air products, or insect light traps) that is damaged, lost or destroyed on the Customer's premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs, unless such loss or damage was caused by Orkin's own negligence. Orkin shall retain ownership of leased components.

B. Upon termination of this Agreement for any reason, the Customer agrees to make the leased components available to Orkin. At Orkin's discretion, Orkin may in a lawful manner and without breach of the peace, enter upon the Customer's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to the Customer's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

I have read and understand all the terms of this Agreement on the reverse side.

Payment Summary	
<b>1. INITIAL SERVICE PAYMENT</b>	
a. Initial/Start-up Service	\$ _____
b. One-Time Charges	\$ _____
c. Product Sales	\$ _____
d. Sales Tax, if applicable	\$ _____
Total (1a+1b+1c+1d)	\$ <u>0</u>
<b>2. RECURRING SERVICE CHARGES</b>	
a. Per Service Treatment Charges	\$ <u>1,494.30</u>
b. Sales Tax, if applicable	\$ _____
Total (2a+2b)	\$ <u>1,494.30</u>
<b>3. RECURRING LEASE SERVICE CHARGES</b>	
a. Leased Component Charges	\$ _____
b. Sales Tax, if applicable	\$ _____
Total (3a+3b)	\$ <u>0</u>
<input type="checkbox"/> Sconce <input type="checkbox"/> Standard <input type="checkbox"/> Industrial <input type="checkbox"/> AutoFresh <input type="checkbox"/> Actizyme: Odor Neutralizer	
<input type="checkbox"/> AirRemedy™ <input type="checkbox"/> AirSpa™	
<input type="checkbox"/> AirRemedy Alpha <input type="checkbox"/> AirSpa Alpha	
<input type="checkbox"/> AirRemedy Beta <input type="checkbox"/> AirSpa Beta	
<input type="checkbox"/> AirRemedy Gamma <input type="checkbox"/> AirSpa Gamma	
<input type="checkbox"/> AirRemedy AirPulse <input type="checkbox"/> AirSpa AirPulse	
Initial Service Investment (Totals of 1+3)	\$ <u>0</u>
Recurring Service/Lease Payment (Totals of 2+3)	\$ <u>1,494.30</u>
<b>METHOD OF PAYMENT:</b>	
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> PAYMENT OPTION FORM <input type="checkbox"/> P.O.# _____	

**Lyle Biggs** 6973836  
 Inspector Name (PRINT) Applicator's License #  
 (440) 453-5922  
 Branch Telephone Number  
 Anthony Lee 2/20/26  
 Branch Management Signature Date  
 162181APP (rev 8/5) Customer's Signature Date

6670 W Snowville Rd Suite 4  
 Branch Street Address  
 Brecksville OH 44141  
 City State Zip Code  
 Customer's Signature Date

OFFICE COPY Customer Email: mike.rider@beachwoodohio.com

- X. INSURANCE:** Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.
- XI. CHEMICAL INFORMATION WARNING:** Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.
- XII. CUSTOMER INITIALS:** Cmm **DISPUTE RESOLUTION:** (A.) Mediation/Arbitration: Any controversy or claim arising out of or relating to this agreement, or the services performed by Orkin under this agreement or any other agreement, regardless of whether the controversy or claim arose before or after the execution, transfer or acceptance of this agreement, including but not limited to any tort and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, shall be settled by binding arbitration. Unless the parties agree otherwise, the arbitration shall be administered under the rules of the American Arbitration Association ("AAA") and shall be conducted by AAA. If administered under the AAA rules, a claim shall be determined under the AAA supplementary procedures for consumer related disputes in cases where such procedures are applicable. Any other controversy or claim shall be determined under the AAA Commercial arbitration rules. The customer and Orkin agree that the arbitrator shall follow the substantive law, including the terms and conditions of this agreement. Either party has the right to require a panel of three (3) arbitrators, but in the absence of the parties' Agreement, the requesting party shall be responsible for the cost of the additional arbitrators. Either party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties, except that a party may within 30 days of the original award request an arbitral appeal to an appeal tribunal, constituted in the same number and by the same process as the initial arbitrator(s). The appealing party shall be responsible for the filing fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. The appeal tribunal shall review all questions of law and fact under a clearly erroneous standard. The award of the appeal tribunal shall be final and binding. Judgment may be entered on the award in any court having jurisdiction thereof. Customer and Orkin acknowledge and agree that this arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the federal arbitration act. Before having recourse to arbitration, Customer and Orkin each agrees to try in good faith to settle any controversy or claim by at least four (4) hours of mediation administered under the AAA commercial mediation rules with Orkin agreeing to pay the costs of the mediation. The AAA may be contacted at the toll-free number 800.778.7879, or through the following website: <http://www.adr.org>. (B.) Class Action Waiver: any legal proceeding of any nature must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action, or multiple plaintiff or similar representative proceeding.
- XIII. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Unless otherwise expressly provided herein, no changes, alterations, or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto, no dealings between the parties or customs shall be permitted to contradict, vary, add to, or modify the written terms of this Agreement. If any term or provision, or portion thereof, is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to each such term or provision, and such unenforceable term or provision shall not affect any other term or provision of this Agreement, and the remaining terms and provisions of this Agreement shall remain binding and be construed and enforced accordingly. This Agreement is the product of negotiations between the Parties and shall be construed without regard to any presumption or rule requiring adverse construction or interpretation against either Party.
- XIV. FORCE MAJEURE:** Orkin will be relieved of its obligations and may terminate this Agreement upon providing sixty (60) days' written notice if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Orkin's obligations under this Agreement. Moreover, Orkin may terminate if it cannot perform its responsibilities due to (a) acts of God, (b) flood, fire, earthquake, or explosion, (c) war, invasion, hostilities (whether war is declared or not), terrorist threats, or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) unavailability of pesticides or other supplies for ordinary sources, and (j) shortage of adequate power or transportation facilities.



# Commercial Services Agreement

Customer Name City Of Beachwood- PUBLIC WORKS Date 2/20/26

Billing Address 25325 Fairmount Blvd

City Beachwood State Ohio Zip Code 44122 Phone (216) 292-1913

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between (hereinafter the Customer) and Orkin, LLC (hereinafter "Orkin").
- B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address):  
23355 MERCANTILE RD Beachwood Ohio 44122

County Name: Cuyahoga Is this within city limits  Yes  No

Food Safety with GM QA  Health Care  Health Care with GM QA  
 Pharmaceutical with GM QA  Element  AirRemedy™  AirSpa™  
 Actlyzyme: Odor Neutralizer  Fly Foam Service  Other Perimeter defense

### II. SCOPE AND NATURE OF WORK

- A. Orkin agrees to provide service for the following pests (the "Covered Pests")  
 Roaches  Common ants  Rats and mice  Pharaoh ants  Common spiders  Fleas  Odor  Other Stinging insects on BLDG  
 Service means the periodic treatment to help control/combate the Covered Pests. Service cannot guarantee the Covered Pests will not return, but if they do, Orkin will retreat, as set out under the Triple Guarantee attached hereto and incorporated into this Agreement. \*Additional per service charge required to cover these ants.
- B. **Service Exclusions. Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover other pests including, but not limited to: Carpenter Ants, Fire Ants, Tawny Ants, Bed Bugs, Bat Bugs, Brown Recluse Spiders, Mosquitoes, Stored Product Pests, Birds, Wildlife, Termites and other wood destroying organisms, or mold like conditions. Service for these pests requires a separate agreement or addendum. The requirement of a separate agreement or addendum can not be waived by the Customer or any employee or agent of Orkin. This exclusion can not be waived by the Customer or any employee or agent of Orkin.

### III. CUSTOMER OBLIGATIONS

- A. The Customer shall extend all reasonably necessary cooperation to ensure satisfaction from pest services, including: availability of premises; appropriate sanitation, and corrective construction measures.
- B. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported to the Customer in writing by Orkin, the Customer shall take the necessary steps to correct such conditions.
- C. The Customer is responsible for communicating with all persons in the premises about the treatments and the nature of services offered hereunder; moreover, the Customer acknowledges that it has no information, or has communicated to Orkin in writing any information it does have, that any persons in the premises have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.
- D. Should the Customer discover any covered pests during the term of this Agreement, they must follow the applicable notification and documentation processes as set out in the scope of service, provided by Orkin.
- E. Failure of the Customer to take necessary steps to correct conditions reported to it or to otherwise comply with the Customer Obligations in Section III will relieve Orkin of its obligations under the Triple Guarantee and will permit Orkin, at its discretion, to terminate this Agreement with sixty (60) days written notice.

### IV. SERVICE SCHEDULE

- A. Orkin service representative shall service the Customer (service frequency):  1 Time  2 Times  4 Times per month  Other Tri annual  
All areas requiring attention shall be treated as deemed necessary by Orkin.
- B. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### V. TERMS AND PRICE INCREASES:

- A. This agreement shall be effective for a period of  1  2  3 years from the date hereof, and thereafter the term shall automatically renew for additional terms of one (1) year. This agreement can be cancelled by either party by giving written notice of termination at least 60 days prior to the end of the applicable term then in effect.
- B. For multiple year agreements, the service charge will not increase for two years after the initial treatment. Thereafter, and for all non multiple year agreements, Orkin shall have the right to increase the service charges effective anytime after the anniversary date of the initial treatment.

### VI. PAYMENT

- A. The cost of the services described herein shall be \$ \_\_\_\_\_ plus tax of \$ \_\_\_\_\_ for the initial service and \$ 300 plus tax of \$ 0 per service thereafter for a period of (13) months. You will receive an invoice in the month serviced. Payment shall be due upon receipt of invoice.

### VII. MATERIALS

The materials used to control pests in and around Customer's premises shall be used in accordance with each product's label and specifications and in conformance with applicable Federal, State and Local laws and regulations.

### VIII. RELEASE AND LIMITATION OF LIABILITY:

- A. Customer expressly releases Orkin from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) unless caused by the gross negligence or willful misconduct of Orkin. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided at the affected location(s).
- B. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

### IX. EQUIPMENT REPLACEMENT

- A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear excepted. All Equipment (which includes rodent barrier equipment, air products, or insect light traps) that is damaged, lost or destroyed on the Customer's premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs, unless such loss or damage was caused by Orkin's own negligence. Orkin shall retain ownership of leased components.
- B. Upon termination of this Agreement for any reason, the Customer agrees to make the leased components available to Orkin. At Orkin's discretion, Orkin may in a lawful manner and without breach of the peace, enter upon the Customer's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to the Customer's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

I have read and understand all the terms of this Agreement on the reverse side.

Payment Summary	
<b>1. INITIAL SERVICE PAYMENT</b>	
a. Initial/Start-up Service	\$ <u>0.00</u>
b. One-Time Charges	\$ _____
c. Product Sales	\$ _____
d. Sales Tax, if applicable	\$ _____
Total (1a+1b+1c+1d)	\$ <u>0</u>
<b>2. RECURRING SERVICE CHARGES</b>	
a. Per Service Treatment Charges	\$ <u>300.00</u>
b. Sales Tax, if applicable	\$ <u>0.00</u>
Total (2a+2b)	\$ <u>300.00</u>
<b>3. RECURRING LEASE SERVICE CHARGES</b>	
a. Leased Component Charges	\$ _____
b. Sales Tax, if applicable	\$ _____
Total (3a+3b)	\$ <u>0</u>
<input type="checkbox"/> Science <input type="checkbox"/> Standard <input type="checkbox"/> Industrial <input type="checkbox"/> AutoFresh <input type="checkbox"/> Actlyzyme: Odor Neutralizer <input checked="" type="checkbox"/> AirRemedy™ <input type="checkbox"/> AirSpa™	
<input type="checkbox"/> AirRemedy Alpha <input type="checkbox"/> AirSpa Alpha <input type="checkbox"/> AirRemedy Beta <input type="checkbox"/> AirSpa Beta <input type="checkbox"/> AirRemedy Gamma <input type="checkbox"/> AirSpa Gamma <input type="checkbox"/> AirRemedy AirPulse <input type="checkbox"/> AirSpa AirPulse	
Initial Service Investment (Totals of 1+3)	\$ <u>0</u>
Recurring Service/Lease Payment (Totals of 2+3)	\$ <u>300.00</u>
METHOD OF PAYMENT:	
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> PAYMENT OPTION FORM <input type="checkbox"/> P.O.# _____	

**Lyle Biggs** 6973836  
 Inspector Name (PRINT) Applicator's License #  
 (440) 453-5922  
 Branch Telephone Number  
Anthony Lee  
 Branch Management Signature  
 162181APP (rev 8.25)

**6670 W Snowville Rd Suite 4**  
 Branch Street Address  
**Brecksville** OH **44141**  
 City State Zip Code  
2/20/26  
 Date

OFFICE COPY Customer Email: mike.rider@beachwoodohio.com

- X. **INSURANCE:** Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.
- XI. **CHEMICAL INFORMATION WARNING:** Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.
- XII. **CUSTOMER INITIALS:** JB **DISPUTE RESOLUTION:** (A.) Mediation/Arbitration: Any controversy or claim arising out of or relating to this agreement, or the services performed by Orkin under this agreement or any other agreement, regardless of whether the controversy or claim arose before or after the execution, transfer or acceptance of this agreement, including but not limited to any tort and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, shall be settled by binding arbitration. Unless the parties agree otherwise, the arbitration shall be administered under the rules of the American Arbitration Association ("AAA") and shall be conducted by AAA. If administered under the AAA rules, a claim shall be determined under the AAA supplementary procedures for consumer related disputes in cases where such procedures are applicable. Any other controversy or claim shall be determined under the AAA Commercial arbitration rules. The customer and Orkin agree that the arbitrator shall follow the substantive law, including the terms and conditions of this agreement. Either party has the right to require a panel of three (3) arbitrators, but in the absence of the parties' Agreement, the requesting party shall be responsible for the cost of the additional arbitrators. Either party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties, except that a party may within 30 days of the original award request an arbitral appeal to an appeal tribunal, constituted in the same number and by the same process as the initial arbitrator(s). The appealing party shall be responsible for the filing fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. The appeal tribunal shall review all questions of law and fact under a clearly erroneous standard. The award of the appeal tribunal shall be final and binding. Judgment may be entered on the award in any court having jurisdiction thereof. Customer and Orkin acknowledge and agree that this arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the federal arbitration act. Before having recourse to arbitration, Customer and Orkin each agrees to try in good faith to settle any controversy or claim by at least four (4) hours of mediation administered under the AAA commercial mediation rules with Orkin agreeing to pay the costs of the mediation. The AAA may be contacted at the toll-free number 800.778.7879, or through the following website: <http://www.adr.org>. (B.) Class Action Waiver: any legal proceeding of any nature must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action, or multiple plaintiff or similar representative proceeding.
- XIII. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Unless otherwise expressly provided herein, no changes, alterations, or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto, no dealings between the parties or customs shall be permitted to contradict, vary, add to, or modify the written terms of this Agreement. If any term or provision, or portion thereof, is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to each such term or provision, and such unenforceable term or provision shall not affect any other term or provision of this Agreement, and the remaining terms and provisions of this Agreement shall remain binding and be construed and enforced accordingly. This Agreement is the product of negotiations between the Parties and shall be construed without regard to any presumption or rule requiring adverse construction or interpretation against either Party.
- XIV. **FORCE MAJEURE:** Orkin will be relieved of its obligations and may terminate this Agreement upon providing sixty (60) days' written notice if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Orkin's obligations under this Agreement. Moreover, Orkin may terminate if it cannot perform its responsibilities due to (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats, or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) unavailability of pesticides or other supplies for ordinary sources, and (j) shortage of adequate power or transportation facilities.



# Commercial Services Agreement

Customer Name City Of Beachwood- PUBLIC WORKS Date 2/20/26

Billing Address 25325 Fairmount Blvd

City Beachwood State Ohio Zip Code 44122 Phone (216) 292-1913

### I. INTENT

A. This Agreement is intended to constitute a mutual understanding between \_\_\_\_\_ (hereinafter the Customer) and Orkin, LLC (hereinafter "Orkin").

B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address):  
23355 MERCANTILE RD Beachwood Ohio 44122

County Name: Cuyahoga Is this within city limits  Yes  No

- Food Safety with GM QA  Health Care  Health Care with GM QA
- Pharmaceutical with GM QA  Element  AirRemedy™  AirSpa™
- Actizyme: Odor Neutralizer  Fly Foam Service  Other \_\_\_\_\_

### II. SCOPE AND NATURE OF WORK

A. Orkin agrees to provide service for the following pests (the "Covered Pests")  
 Roaches  Common ants  Rats and mice  Pharaoh ants  Common spiders  Fleas  Odor  Other \_\_\_\_\_

Service means the periodic treatment to help control/combate the Covered Pests. Service cannot guarantee the Covered Pests will not return, but if they do, Orkin will retreat, as set out under the Triple Guarantee attached hereto and incorporated into this Agreement. \*Additional per service charge required to cover these ants.

B. **Service Exclusions. Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover other pests including, but not limited to: Carpenter Ants, Fire Ants, Tawny Ants, Bed Bugs, Bat Bugs, Brown Recluse Spiders, Mosquitoes, Stored Product Pests, Birds, Wildlife, Termites and other wood destroying organisms, or mold like conditions. Service for these pests requires a separate agreement or addendum. The requirement of a separate agreement or addendum can not be waived by the Customer or any employee or agent of Orkin. This exclusion can not be waived by the Customer or any employee or agent of Orkin.

### III. CUSTOMER OBLIGATIONS

A. The Customer shall extend all reasonably necessary cooperation to ensure satisfaction from pest services, including; availability of premises; appropriate sanitation, and corrective construction measures.

B. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported to the Customer in writing by Orkin, the Customer shall take the necessary steps to correct such conditions.

C. The Customer is responsible for communicating with all persons in the premises about the treatments and the nature of services offered hereunder; moreover, the Customer acknowledges that it has no information, or has communicated to Orkin in writing any information it does have, that any persons in the premises have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.

D. Should the Customer discover any covered pests during the term of this Agreement, they must follow the applicable notification and documentation processes as set out in the scope of service, provided by Orkin.

E. Failure of the Customer to take necessary steps to correct conditions reported to it or to otherwise comply with the Customer Obligations in Section III will relieve Orkin of its obligations under the Triple Guarantee and will permit Orkin, at its discretion, to terminate this Agreement with sixty (60) days written notice.

### IV. SERVICE SCHEDULE

A. Orkin service representative shall service the Customer (service frequency):  1 Time  2 Times  4 Times per month  Other Quarterly 4  
All areas requiring attention shall be treated as deemed necessary by Orkin.

B. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### V. TERMS AND PRICE INCREASES:

A. This agreement shall be effective for a period of  1  2  3 years from the date hereof, and thereafter the term shall automatically renew for additional terms of one (1) year. This agreement can be cancelled by either party by giving written notice of termination at least 60 days prior to the end of the applicable term then in effect.

B. For multiple year agreements, the service charge will not increase for two years after the initial treatment. Thereafter, and for all non multiple year agreements, Orkin shall have the right to increase the service charges effective anytime after the anniversary date of the initial treatment.

### VI. PAYMENT

A. The cost of the services described herein shall be \$ \_\_\_\_\_ plus tax of \$ \_\_\_\_\_ for the initial service and \$ 110.20 plus tax of \$ 0

per service thereafter for a period of (12) months. You will receive an invoice in the month serviced. Payment shall be due upon receipt of invoice.

### VII. MATERIALS

The materials used to control pests in and around Customer's premises shall be used in accordance with each product's label and specifications and in conformance with applicable Federal, State and Local laws and regulations.

### VIII. RELEASE AND LIMITATION OF LIABILITY:

A. Customer expressly releases Orkin from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) unless caused by the gross negligence or willful misconduct of Orkin. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided at the affected location(s).

B. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

### IX. EQUIPMENT REPLACEMENT

A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear excepted. All Equipment (which includes rodent barrier equipment, air products, or insect light traps) that is damaged, lost or destroyed on the Customer's premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs, unless such loss or damage was caused by Orkin's own negligence. Orkin shall retain ownership of leased components.

B. Upon termination of this Agreement for any reason, the Customer agrees to make the leased components available to Orkin. At Orkin's discretion, Orkin may in a lawful manner and without breach of the peace, enter upon the Customer's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to the Customer's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

I have read and understand all the terms of this Agreement on the reverse side.

**Lyle Biggs** 6973836

Inspector Name (PRINT) Applicator's License #

(440) 453-5922

Branch Telephone Number

*Anthony Lee*

Branch Management Signature

162181APP (rev 5/25)

2/20/26

Date

6670 W Snowville Rd Suite 4

Branch Street Address

**Brecksville**

City

**OH**

State

**44141**

Zip Code

2/20/26

Date

Customer's Signature

OFFICE COPY

Customer Email: mike.rider@beachwoodohio.com

Payment Summary	Green GPC
<b>1. INITIAL SERVICE PAYMENT</b>	
a. Initial/Start-up Service	\$ _____
b. One-Time Charges	\$ _____
c. Product Sales	\$ _____
d. Sales Tax, if applicable	\$ _____
Total (1a+1b+1c+1d)	\$ <b>0</b>
<b>2. RECURRING SERVICE CHARGES</b>	
a. Per Service Treatment Charges	\$ <b>110.20</b>
b. Sales Tax, if applicable	\$ <b>0.00</b>
Total (2a+2b)	\$ <b>110.20</b>
<b>3. RECURRING LEASE SERVICE CHARGES</b>	
a. Leased Component Charges	\$ _____
b. Sales Tax, if applicable	\$ _____
Total (3a+3b)	\$ <b>0</b>
<input type="checkbox"/> Sconce <input type="checkbox"/> Standard <input type="checkbox"/> Industrial <input type="checkbox"/> AutoFresh <input type="checkbox"/> Actizyme: Odor Neutralizer <input checked="" type="checkbox"/> AirRemedy™ <input type="checkbox"/> AirSpa™ <input type="checkbox"/> AirRemedy Alpha <input type="checkbox"/> AirSpa Alpha <input type="checkbox"/> AirRemedy Beta <input type="checkbox"/> AirSpa Beta <input type="checkbox"/> AirRemedy Gamma <input type="checkbox"/> AirSpa Gamma <input type="checkbox"/> AirRemedy AirPulse <input type="checkbox"/> AirSpa AirPulse	
Initial Service Investment (Totals of 1+3)	\$ <b>0</b>
Recurring Service/Lease Payment (Totals of 2+3)	\$ <b>110.20</b>
METHOD OF PAYMENT:	
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> PAYMENT OPTION FORM <input type="checkbox"/> P.O.# _____	

X. **INSURANCE:** Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.

XI. **CHEMICAL INFORMATION WARNING:** Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.

XII. **CUSTOMER INITIALS:**      **B DISPUTE RESOLUTION:** (A.) Mediation/Arbitration: Any controversy or claim arising out of or relating to this agreement, or the services performed by Orkin under this agreement or any other agreement, regardless of whether the controversy or claim arose before or after the execution, transfer or acceptance of this agreement, including but not limited to any tort and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, shall be settled by binding arbitration. Unless the parties agree otherwise, the arbitration shall be administered under the rules of the American Arbitration Association ("AAA") and shall be conducted by AAA. If administered under the AAA rules, a claim shall be determined under the AAA supplementary procedures for consumer related disputes in cases where such procedures are applicable. Any other controversy or claim shall be determined under the AAA Commercial arbitration rules. The customer and Orkin agree that the arbitrator shall follow the substantive law, including the terms and conditions of this agreement. Either party has the right to require a panel of three (3) arbitrators, but in the absence of the parties' Agreement, the requesting party shall be responsible for the cost of the additional arbitrators. Either party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties, except that a party may within 30 days of the original award request an arbitral appeal to an appeal tribunal, constituted in the same number and by the same process as the initial arbitrator(s). The appealing party shall be responsible for the filing fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. The appeal tribunal shall review all questions of law and fact under a clearly erroneous standard. The award of the appeal tribunal shall be final and binding. Judgment may be entered on the award in any court having jurisdiction thereof. Customer and Orkin acknowledge and agree that this arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the federal arbitration act. Before having recourse to arbitration, Customer and Orkin each agrees to try in good faith to settle any controversy or claim by at least four (4) hours of mediation administered under the AAA commercial mediation rules with Orkin agreeing to pay the costs of the mediation. The AAA may be contacted at the toll-free number 800.778.7879, or through the following website: <http://www.adr.org>. (B.) Class Action Waiver: any legal proceeding of any nature must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action, or multiple plaintiff or similar representative proceeding.

XIII. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Unless otherwise expressly provided herein, no changes, alterations, or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto, no dealings between the parties or customs shall be permitted to contradict, vary, add to, or modify the written terms of this Agreement. If any term or provision, or portion thereof, is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to each such term or provision, and such unenforceable term or provision shall not affect any other term or provision of this Agreement, and the remaining terms and provisions of this Agreement shall remain binding and be construed and enforced accordingly. This Agreement is the product of negotiations between the Parties and shall be construed without regard to any presumption or rule requiring adverse construction or interpretation against either Party.

XIV. **FORCE MAJEURE:** Orkin will be relieved of its obligations and may terminate this Agreement upon providing sixty (60) days' written notice if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Orkin's obligations under this Agreement. Moreover, Orkin may terminate if it cannot perform its responsibilities due to (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats, or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) unavailability of pesticides or other supplies for ordinary sources, and (j) shortage of adequate power or transportation facilities.



# Commercial Services Agreement

Customer Name City Of Beachwood- CITY HALL, COMMUNITY CENTER Date 2/20/26

Billing Address 25325 Fairmount Blvd

City Beachwood State Ohio Zip Code 44122 Phone (216) 292-1913

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between (hereinafter the Customer) and Orkin, LLC (hereinafter "Orkin").
- B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address):

25325 FAIRMOUNT BLVD Beachwood Ohio 44122

County Name: Cuyahoga Is this within city limits  Yes  No

Food Safety with GM QA  Health Care  Health Care with GM QA  
 Pharmaceutical with GM QA  Element  AirRemedy™  AirSpa™  
 Actizyme: Odor Neutralizer  Fly Foam Service  Other Perimeter defense

### II. SCOPE AND NATURE OF WORK

- A. Orkin agrees to provide service for the following pests (the "Covered Pests")  
 Roaches  Common ants  Rats and mice  Pharaoh ants  Common spiders  Flies  Odor  Other Stinging insects on BLDG  
 Service means the periodic treatment to help control/combate the Covered Pests. Service cannot guarantee the Covered Pests will not return, but if they do, Orkin will retreat, as set out under the Triple Guarantee attached hereto and incorporated into this Agreement. \*Additional per service charge required to cover these ants.
- B. **Service Exclusions. Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover other pests including, but not limited to: Carpenter Ants, Fire Ants, Tawny Ants, Bed Bugs, Bat Bugs, Brown Recluse Spiders, Mosquitoes, Stored Product Pests, Birds, Wildlife, Termites and other wood destroying organisms, or mold like conditions. Service for these pests requires a separate agreement or addendum. The requirement of a separate agreement or addendum can not be waived by the Customer or any employee or agent of Orkin. This exclusion can not be waived by the Customer or any employee or agent of Orkin.

### III. CUSTOMER OBLIGATIONS

- A. The Customer shall extend all reasonably necessary cooperation to ensure satisfaction from pest services, including: availability of premises; appropriate sanitation, and corrective construction measures.
- B. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported to the Customer in writing by Orkin, the Customer shall take the necessary steps to correct such conditions.
- C. The Customer is responsible for communicating with all persons in the premises about the treatments and the nature of services offered hereunder; moreover, the Customer acknowledges that it has no information, or has communicated to Orkin in writing any information it does have, that any persons in the premises have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.
- D. Should the Customer discover any covered pests during the term of this Agreement, they must follow the applicable notification and documentation processes as set out in the scope of service, provided by Orkin.
- E. Failure of the Customer to take necessary steps to correct conditions reported to it or to otherwise comply with the Customer Obligations in Section III will relieve Orkin of its obligations under the Triple Guarantee and will permit Orkin, at its discretion, to terminate this Agreement with sixty (60) days written notice.

### IV. SERVICE SCHEDULE

- A. Orkin service representative shall service the Customer (service frequency):  1 Time  2 Times  4 Times per month  Other Apr July oct  
 All areas requiring attention shall be treated as deemed necessary by Orkin.
- B. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### V. TERMS AND PRICE INCREASES:

- A. This agreement shall be effective for a period of  1  2  3 years from the date hereof, and thereafter the term shall automatically renew for additional terms of one (1) year. This agreement can be cancelled by either party by giving written notice of termination at least 60 days prior to the end of the applicable term then in effect.
- B. For multiple year agreements, the service charge will not increase for two years after the initial treatment. Thereafter, and for all non multiple year agreements, Orkin shall have the right to increase the service charges effective anytime after the anniversary date of the initial treatment.

### VI. PAYMENT

A. The cost of the services described herein shall be \$ \_\_\_\_\_ plus tax of \$ \_\_\_\_\_ for the initial service and \$ 425 plus tax of \$ 0 per service thereafter for a period of (12) months. You will receive an invoice in the month serviced, Payment shall be due upon receipt of invoice.

### VII. MATERIALS

The materials used to control pests in and around Customer's premises shall be used in accordance with each product's label and specifications and in conformance with applicable Federal, State and Local laws and regulations.

### VIII. RELEASE AND LIMITATION OF LIABILITY:

- A. Customer expressly releases Orkin from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) unless caused by the gross negligence or willful misconduct of Orkin. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided at the affected location(s).
- B. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

### IX. EQUIPMENT REPLACEMENT

- A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear excepted. All Equipment (which includes rodent barrier equipment, air products, or insect light traps) that is damaged, lost or destroyed on the Customer's premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs, unless such loss or damage was caused by Orkin's own negligence. Orkin shall retain ownership of leased components.
- B. Upon termination of this Agreement for any reason, the Customer agrees to make the leased components available to Orkin. At Orkin's discretion, Orkin may in a lawful manner and without breach of the peace, enter upon the Customer's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to the Customer's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

I have read and understand all the terms of this Agreement on the reverse side.

Payment Summary	
<b>1. INITIAL SERVICE PAYMENT</b>	
a. Initial/Start-up Service	\$ _____
b. One-Time Charges	\$ _____
c. Product Sales	\$ _____
d. Sales Tax, if applicable	\$ _____
Total (1a+1b+1c+1d)	\$ <u>0</u>
<b>2. RECURRING SERVICE CHARGES</b>	
a. Per Service Treatment Charges	\$ <u>425.00</u>
b. Sales Tax, if applicable	\$ <u>0.00</u>
Total (2a+2b)	\$ <u>425.00</u>
<b>3. RECURRING LEASE SERVICE CHARGES</b>	
a. Leased Component Charges	\$ _____
b. Sales Tax, if applicable	\$ _____
Total (3a+3b)	\$ <u>0</u>
<input type="checkbox"/> Sconce <input type="checkbox"/> Standard <input type="checkbox"/> Industrial <input type="checkbox"/> AutoFresh <input type="checkbox"/> Actizyme: Odor Neutralizer <input type="checkbox"/> AirRemedy™ <input type="checkbox"/> AirSpa™ <input type="checkbox"/> AirRemedy Alpha <input type="checkbox"/> AirSpa Alpha <input type="checkbox"/> AirRemedy Beta <input type="checkbox"/> AirSpa Beta <input type="checkbox"/> AirRemedy Gamma <input type="checkbox"/> AirSpa Gamma <input type="checkbox"/> AirRemedy AirPulse <input type="checkbox"/> AirSpa AirPulse	
Initial Service Investment (Totals of 1+3)	\$ <u>0</u>
Recurring Service/Lease Payment (Totals of 2+3)	\$ <u>425.00</u>
METHOD OF PAYMENT:	
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> PAYMENT OPTION FORM <input type="checkbox"/> P.O.# _____	

**Lyle Biggs** 6973836 6670 W Snowville Rd Suite 4  
 Inspector Name (PRINT) Applicator's License # Branch Street Address  
**(440) 453-5922** Brecksville OH 44141  
 Branch Telephone Number City State Zip Code  
Anthony Lee 2/20/26 Customer's Signature Date  
 Branch Management Signature Date  
 162181APP (rev 8.25)

OFFICE COPY Customer Email: [mike.rider@beachwoodohio.com](mailto:mike.rider@beachwoodohio.com)

- X. INSURANCE:** Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.
- XI. CHEMICAL INFORMATION WARNING:** Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.
- XII. CUSTOMER INITIALS: Cmm DISPUTE RESOLUTION:** (A.) Mediation/Arbitration: Any controversy or claim arising out of or relating to this agreement, or the services performed by Orkin under this agreement or any other agreement, regardless of whether the controversy or claim arose before or after the execution, transfer or acceptance of this agreement, including but not limited to any tort and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, shall be settled by binding arbitration. Unless the parties agree otherwise, the arbitration shall be administered under the rules of the American Arbitration Association ("AAA") and shall be conducted by AAA. If administered under the AAA rules, a claim shall be determined under the AAA supplementary procedures for consumer related disputes in cases where such procedures are applicable. Any other controversy or claim shall be determined under the AAA Commercial arbitration rules. The customer and Orkin agree that the arbitrator shall follow the substantive law, including the terms and conditions of this agreement. Either party has the right to require a panel of three (3) arbitrators, but in the absence of the parties' Agreement, the requesting party shall be responsible for the cost of the additional arbitrators. Either party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties, except that a party may within 30 days of the original award request an arbitral appeal to an appeal tribunal, constituted in the same number and by the same process as the initial arbitrator(s). The appealing party shall be responsible for the filing fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. The appeal tribunal shall review all questions of law and fact under a clearly erroneous standard. The award of the appeal tribunal shall be final and binding. Judgment may be entered on the award in any court having jurisdiction thereof. Customer and Orkin acknowledge and agree that this arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the federal arbitration act. Before having recourse to arbitration, Customer and Orkin each agrees to try in good faith to settle any controversy or claim by at least four (4) hours of mediation administered under the AAA commercial mediation rules with Orkin agreeing to pay the costs of the mediation. The AAA may be contacted at the toll-free number 800.778.7879, or through the following website: <http://www.adr.org>. (B.) Class Action Waiver: any legal proceeding of any nature must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action, or multiple plaintiff or similar representative proceeding.
- XIII. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Unless otherwise expressly provided herein, no changes, alterations, or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto, no dealings between the parties or customs shall be permitted to contradict, vary, add to, or modify the written terms of this Agreement. If any term or provision, or portion thereof, is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to each such term or provision, and such unenforceable term or provision shall not affect any other term or provision of this Agreement, and the remaining terms and provisions of this Agreement shall remain binding and be construed and enforced accordingly. This Agreement is the product of negotiations between the Parties and shall be construed without regard to any presumption or rule requiring adverse construction or interpretation against either Party.
- XIV. FORCE MAJEURE:** Orkin will be relieved of its obligations and may terminate this Agreement upon providing sixty (60) days' written notice if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Orkin's obligations under this Agreement. Moreover, Orkin may terminate if it cannot perform its responsibilities due to (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats, or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) unavailability of pesticides or other supplies for ordinary sources, and (j) shortage of adequate power or transportation facilities.



# Commercial Services Agreement

Customer Name City Of Beachwood- CITY HALL COMMUNITY CENTER, POLICE Date 2/20/26

Billing Address 25325 Fairmount Blvd

City Beachwood State Ohio Zip Code 44122 Phone (216) 292-1913

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between (hereinafter the Customer) and Orkin, LLC (hereinafter "Orkin").
- B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address):  
25325 FAIRMOUNT BLVD Beachwood Ohio 44122

County Name: Cuyahoga Is this within city limits  Yes  No  Food Safety with GM QA  Health Care  Health Care with GM QA  
 Pharmaceutical with GM QA  Element  AirRemedy™  AirSpa™  
 Actizyme: Odor Neutralizer  Fly Foam Service  Other \_\_\_\_\_

### II. SCOPE AND NATURE OF WORK

- A. Orkin agrees to provide service for the following pests (the "Covered Pests")  
 Roaches  Common ants  Rats and mice  Pharaoh ants\*  Common spiders  Fleas  Odor  Other \_\_\_\_\_  
 Service means the periodic treatment to help control/combat the Covered Pests. Service cannot guarantee the Covered Pests will not return, but if they do, Orkin will retreat, as set out under the Triple Guarantee attached hereto and incorporated into this Agreement. \*Additional per service charge required to cover these ants.
- B. **Service Exclusions. Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover other pests including, but not limited to: Carpenter Ants, Fire Ants, Tawny Ants, Bed Bugs, Bat Bugs, Brown Recluse Spiders, Mosquitoes, Stored Product Pests, Birds, Wildlife, Termites and other wood destroying organisms, or mold like conditions. Service for these pests requires a separate agreement or addendum. The requirement of a separate agreement or addendum can not be waived by the Customer or any employee or agent of Orkin. This exclusion can not be waived by the Customer or any employee or agent of Orkin.

### III. CUSTOMER OBLIGATIONS

- A. The Customer shall extend all reasonably necessary cooperation to ensure satisfaction from pest services, including: availability of premises; appropriate sanitation, and corrective construction measures.
- B. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported to the Customer in writing by Orkin, the Customer shall take the necessary steps to correct such conditions.
- C. The Customer is responsible for communicating with all persons in the premises about the treatments and the nature of services offered hereunder; moreover, the Customer acknowledges that it has no information, or has communicated to Orkin in writing any information it does have, that any persons in the premises have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.
- D. Should the Customer discover any covered pests during the term of this Agreement, they must follow the applicable notification and documentation processes as set out in the scope of service, provided by Orkin.
- E. Failure of the Customer to take necessary steps to correct conditions reported to it or to otherwise comply with the Customer Obligations in Section III will relieve Orkin of its obligations under the Triple Guarantee and will permit Orkin, at its discretion, to terminate this Agreement with sixty (60) days written notice.

### IV. SERVICE SCHEDULE

- A. Orkin service representative shall service the Customer (service frequency):  1 Time  2 Times  4 Times per month  Other Quarterly 4  
All areas requiring attention shall be treated as deemed necessary by Orkin.
- B. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### V. TERMS AND PRICE INCREASES:

- A. This agreement shall be effective for a period of  1  2  3 years from the date hereof, and thereafter the term shall automatically renew for additional terms of one (1) year. This agreement can be cancelled by either party by giving written notice of termination at least 60 days prior to the end of the applicable term then in effect.
- B. For multiple year agreements, the service charge will not increase for two years after the initial treatment. Thereafter, and for all non multiple year agreements, Orkin shall have the right to increase the service charges effective anytime after the anniversary date of the initial treatment.

LB  
MAK

### VI. PAYMENT

- A. The cost of the services described herein shall be \$ \_\_\_\_\_ plus tax of \$ \_\_\_\_\_ for the initial service and \$ 220.40 plus tax of \$ 0 per service thereafter for a period of (12) months. You will receive an invoice in the month serviced. Payment shall be due upon receipt of invoice.

### VII. MATERIALS

The materials used to control pests in and around Customer's premises shall be used in accordance with each product's label and specifications and in conformance with applicable Federal, State and Local laws and regulations.

### VIII. RELEASE AND LIMITATION OF LIABILITY:

- A. Customer expressly releases Orkin from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) unless caused by the gross negligence or willful misconduct of Orkin. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided at the affected location(s).
- B. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

### IX. EQUIPMENT REPLACEMENT

- A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear excepted. All Equipment (which includes rodent barrier equipment, air products, or insect light traps) that is damaged, lost or destroyed on the Customer's premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs, unless such loss or damage was caused by Orkin's own negligence. Orkin shall retain ownership of leased components.
- B. Upon termination of this Agreement for any reason, the Customer agrees to make the leased components available to Orkin. At Orkin's discretion, Orkin may in a lawful manner and without breach of the peace, enter upon the Customer's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to the Customer's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

I have read and understand all the terms of this Agreement on the reverse side.

Payment Summary		Green GPC	
<b>1. INITIAL SERVICE PAYMENT</b>			
a.	Initial/Start-up Service	\$	_____
b.	One-Time Charges	\$	_____
c.	Product Sales	\$	_____
d.	Sales Tax, if applicable	\$	_____
Total (1a+1b+1c+1d)		\$	<u>0</u>
<b>2. RECURRING SERVICE CHARGES</b>			
a.	Per Service Treatment Charges	\$	<u>220.40</u>
b.	Sales Tax, if applicable	\$	<u>0.00</u>
Total (2a+2b)		\$	<u>220.40</u>
<b>3. RECURRING LEASE SERVICE CHARGES</b>			
a.	Leased Component Charges	\$	_____
b.	Sales Tax, if applicable	\$	_____
Total (3a+3b)		\$	<u>0</u>
<input type="checkbox"/> Sconce <input type="checkbox"/> Standard <input type="checkbox"/> Industrial <input type="checkbox"/> AutoFresh <input type="checkbox"/> Actizyme: Odor Neutralizer <input type="checkbox"/> AirRemedy™ <input type="checkbox"/> AirSpa™ <input type="checkbox"/> AirRemedy Alpha <input checked="" type="checkbox"/> AirSpa Alpha <input type="checkbox"/> AirRemedy Beta <input type="checkbox"/> AirSpa Beta <input type="checkbox"/> AirRemedy Gamma <input type="checkbox"/> AirSpa Gamma <input type="checkbox"/> AirRemedy AirPulse <input type="checkbox"/> AirSpa AirPulse			
Initial Service Investment (Totals of 1+3)		\$	<u>0</u>
Recurring Service/Lease Payment (Totals of 2+3)		\$	<u>220.40</u>
<b>METHOD OF PAYMENT:</b>			
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> PAYMENT OPTION FORM <input type="checkbox"/> P.O.# _____			

**Lyle Biggs** 6973836  
 Inspector Name (PRINT) Applicator's License #  
 (440) 453-5922  
 Branch Telephone Number  
Anthony Lee 2/20/26  
 Branch Management Signature Date  
 162181APP (rev 1/15)

**6670 W Snowville Rd Suite 4**  
 Branch Street Address  
**Brecksville**  
 City State OH Zip Code 44141  
 Date 2/20/26

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_  
OFFICE COPY Customer Email: mike.rider@beachwoodohio.com

- X. **INSURANCE:** Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.
- XI. **CHEMICAL INFORMATION WARNING:** Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.
- XII. **CUSTOMER INITIALS** Cmm **DISPUTE RESOLUTION:** (A.) Mediation/Arbitration: Any controversy or claim arising out of or relating to this agreement, or the services performed by Orkin under this agreement or any other agreement, regardless of whether the controversy or claim arose before or after the execution, transfer or acceptance of this agreement, including but not limited to any tort and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, shall be settled by binding arbitration. Unless the parties agree otherwise, the arbitration shall be administered under the rules of the American Arbitration Association ("AAA") and shall be conducted by AAA. If administered under the AAA rules, a claim shall be determined under the AAA supplementary procedures for consumer related disputes in cases where such procedures are applicable. Any other controversy or claim shall be determined under the AAA Commercial arbitration rules. The customer and Orkin agree that the arbitrator shall follow the substantive law, including the terms and conditions of this agreement. Either party has the right to require a panel of three (3) arbitrators, but in the absence of the parties' Agreement, the requesting party shall be responsible for the cost of the additional arbitrators. Either party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties, except that a party may within 30 days of the original award request an arbitral appeal to an appeal tribunal, constituted in the same number and by the same process as the initial arbitrator(s). The appealing party shall be responsible for the filing fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. The appeal tribunal shall review all questions of law and fact under a clearly erroneous standard. The award of the appeal tribunal shall be final and binding. Judgment may be entered on the award in any court having jurisdiction thereof. Customer and Orkin acknowledge and agree that this arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the federal arbitration act. Before having recourse to arbitration, Customer and Orkin each agrees to try in good faith to settle any controversy or claim by at least four (4) hours of mediation administered under the AAA commercial mediation rules with Orkin agreeing to pay the costs of the mediation. The AAA may be contacted at the toll-free number 800.778.7879, or through the following website: <http://www.adr.org>. (B.) Class Action Waiver: any legal proceeding of any nature must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action, or multiple plaintiff or similar representative proceeding.
- XIII. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Unless otherwise expressly provided herein, no changes, alterations, or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto, no dealings between the parties or customs shall be permitted to contradict, vary, add to, or modify the written terms of this Agreement. If any term or provision, or portion thereof, is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to each such term or provision, and such unenforceable term or provision shall not affect any other term or provision of this Agreement, and the remaining terms and provisions of this Agreement shall remain binding and be construed and enforced accordingly. This Agreement is the product of negotiations between the Parties and shall be construed without regard to any presumption or rule requiring adverse construction or interpretation against either Party.
- XIV. **FORCE MAJEURE:** Orkin will be relieved of its obligations and may terminate this Agreement upon providing sixty (60) days' written notice if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Orkin's obligations under this Agreement. Moreover, Orkin may terminate if it cannot perform its responsibilities due to (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats, or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) unavailability of pesticides or other supplies for ordinary sources, and (j) shortage of adequate power or transportation facilities.



# Commercial Services Agreement

Customer Name City Of Beachwood Firestation #2 Date 2/20/26

Billing Address 25325 Fairmount Blvd

City Beachwood State Ohio Zip Code 44122 Phone (216) 292-1913

### I. INTENT

A. This Agreement is intended to constitute a mutual understanding between (hereinafter the Customer) and Orkin, LLC (hereinafter "Orkin").

B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address):  
3777 Richmond Rd Beachwood Ohio 44122

County Name: Cuyahoga Is this within city limits  Yes  No  Food Safety with GM QA  Health Care  Health Care with GM QA

Pharmaceutical with GM QA  Element  AirRemedy™  AirSpa™  
 Actizyme: Odor Neutralizer  Fly Foam Service  Other \_\_\_\_\_

### II. SCOPE AND NATURE OF WORK

A. Orkin agrees to provide service for the following pests (the "Covered Pests")  
 Roaches  Common ants  Rats and mice  Pharaoh ants\*  Common spiders  Fleas  Odor  Other \_\_\_\_\_

Service means the periodic treatment to help control/combate the Covered Pests. Service cannot guarantee the Covered Pests will not return, but if they do, Orkin will retreat, as set out under the Triple Guarantee attached hereto and incorporated into this Agreement. \*Additional per service charge required to cover these ants.

B. **Service Exclusions. Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover other pests including, but not limited to: Carpenter Ants, Fire Ants, Tawny Ants, Bed Bugs, Bat Bugs, Brown Recluse Spiders, Mosquitoes, Stored Product Pests, Birds, Wildlife, Termites and other wood destroying organisms, or mold like conditions. Service for these pests requires a separate agreement or addendum. The requirement of a separate agreement or addendum can not be waived by the Customer or any employee or agent of Orkin. This exclusion can not be waived by the Customer or any employee or agent of Orkin.

### III. CUSTOMER OBLIGATIONS

A. The Customer shall extend all reasonably necessary cooperation to ensure satisfaction from pest services, including: availability of premises; appropriate sanitation, and corrective construction measures.

B. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported to the Customer in writing by Orkin, the Customer shall take the necessary steps to correct such conditions.

C. The Customer is responsible for communicating with all persons in the premises about the treatments and the nature of services offered hereunder; moreover, the Customer acknowledges that it has no information, or has communicated to Orkin in writing any information it does have, that any persons in the premises have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.

D. Should the Customer discover any covered pests during the term of this Agreement, they must follow the applicable notification and documentation processes as set out in the scope of service, provided by Orkin.

E. Failure of the Customer to take necessary steps to correct conditions reported to it or to otherwise comply with the Customer Obligations in Section III will relieve Orkin of its obligations under the Triple Guarantee and will permit Orkin, at its discretion, to terminate this Agreement with sixty (60) days written notice.

### IV. SERVICE SCHEDULE

A. Orkin service representative shall service the Customer (service frequency):  1 Time  2 Times  4 Times per month  Other Quarterly 4  
All areas requiring attention shall be treated as deemed necessary by Orkin.

B. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### V. TERMS AND PRICE INCREASES:

A. This agreement shall be effective for a period of  1  2  3 years from the date hereof, and thereafter the term shall automatically renew for additional terms of one (1) year. This agreement can be cancelled by either party by giving written notice of termination at least 60 days prior to the end of the applicable term then in effect.

B. For multiple year agreements, the service charge will not increase for two years after the initial treatment. Thereafter, and for all non-multiple year agreements, Orkin shall have the right to increase the service charges effective on any date after the anniversary date of the initial treatment.

### VI. PAYMENT

A. The cost of the services described herein shall be \$ \_\_\_\_\_ plus tax of \$ \_\_\_\_\_ for the initial service and \$ 74.93 plus tax of \$ 0

per service thereafter for a period of (12) months. You will receive an invoice in the month serviced. Payment shall be due upon receipt of invoice.

### VII. MATERIALS

The materials used to control pests in and around Customer's premises shall be used in accordance with each product's label and specifications and in conformance with applicable Federal, State and Local laws and regulations.

### VIII. RELEASE AND LIMITATION OF LIABILITY:

A. Customer expressly releases Orkin from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) unless caused by the gross negligence or willful misconduct of Orkin. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided at the affected location(s).

B. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

### IX. EQUIPMENT REPLACEMENT

A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear excepted. All Equipment (which includes rodent barrier equipment, air products, or insect light traps) that is damaged, lost or destroyed on the Customer's premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs, unless such loss or damage was caused by Orkin's own negligence. Orkin shall retain ownership of leased components.

B. Upon termination of this Agreement for any reason, the Customer agrees to make the leased components available to Orkin. At Orkin's discretion, Orkin may in a lawful manner and without breach of the peace, enter upon the Customer's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to the Customer's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

I have read and understand all the terms of this Agreement on the reverse side.

Lyle Biggs 6973836  
Inspector Name (PRINT) Applicator's License #

(440) 453-5922  
Branch Telephone Number

Anthony Lee  
Branch Management Signature  
162181APP (rev. 8.25)

2/20/26  
Date

6670 W Snowville Rd Suite 4  
Branch Street Address

Brecksville OH 44141  
City State Zip Code

2/20/26  
Customer's Signature Date

OFFICE COPY Customer Email: [mike.rider@beachwoodohio.com](mailto:mike.rider@beachwoodohio.com)

Payment Summary		Green GPC
<b>1. INITIAL SERVICE PAYMENT</b>		
a. Initial/Start-up Service	\$	<u>0.00</u>
b. One-Time Charges	\$	_____
c. Product Sales	\$	_____
d. Sales Tax, if applicable	\$	_____
<b>Total (1a+1b+1c+1d)</b>	<b>\$</b>	<b>0</b>
<b>2. RECURRING SERVICE CHARGES</b>		
a. Per Service Treatment Charges	\$	<u>74.93</u>
b. Sales Tax, if applicable	\$	<u>0.00</u>
<b>Total (2a+2b)</b>	<b>\$</b>	<b>74.93</b>
<b>3. RECURRING LEASE SERVICE CHARGES</b>		
a. Leased Component Charges	\$	_____
b. Sales Tax, if applicable	\$	_____
<b>Total (3a+3b)</b>	<b>\$</b>	<b>0</b>
<input type="checkbox"/> Scentor <input type="checkbox"/> Standard <input type="checkbox"/> Industrial <input type="checkbox"/> AutoFresh <input type="checkbox"/> Actizyme: Odor Neutralizer <input checked="" type="checkbox"/> AirRemedy™ <input type="checkbox"/> AirSpa™		
<input type="checkbox"/> AirRemedy Alpha <input type="checkbox"/> AirSpa Alpha <input type="checkbox"/> AirRemedy Beta <input type="checkbox"/> AirSpa Beta <input type="checkbox"/> AirRemedy Gamma <input type="checkbox"/> AirSpa Gamma <input type="checkbox"/> AirRemedy AirPulse <input type="checkbox"/> AirSpa AirPulse		
<b>Initial Service Investment (Totals of 1+3)</b>		\$ <u>0</u>
<b>Recurring Service/Lease Payment (Totals of 2+3)</b>		\$ <u>74.93</u>
<b>METHOD OF PAYMENT:</b>		
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> PAYMENT OPTION FORM <input type="checkbox"/> P.O. # _____		

LB  
MAK

- X. **INSURANCE:** Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.
- XI. **CHEMICAL INFORMATION WARNING:** Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.
- XII. **CUSTOMER INITIALS:**      **B** **DISPUTE RESOLUTION:** (A.) Mediation/Arbitration: Any controversy or claim arising out of or relating to this agreement, or the services performed by Orkin under this agreement or any other agreement, regardless of whether the controversy or claim arose before or after the execution, transfer or acceptance of this agreement, including but not limited to any tort and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, shall be settled by binding arbitration. Unless the parties agree otherwise, the arbitration shall be administered under the rules of the American Arbitration Association ("AAA") and shall be conducted by AAA. If administered under the AAA rules, a claim shall be determined under the AAA supplementary procedures for consumer related disputes in cases where such procedures are applicable. Any other controversy or claim shall be determined under the AAA Commercial arbitration rules. The customer and Orkin agree that the arbitrator shall follow the substantive law, including the terms and conditions of this agreement. Either party has the right to require a panel of three (3) arbitrators, but in the absence of the parties' Agreement, the requesting party shall be responsible for the cost of the additional arbitrators. Either party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties, except that a party may within 30 days of the original award request an arbitral appeal to an appeal tribunal, constituted in the same number and by the same process as the initial arbitrator(s). The appealing party shall be responsible for the filing fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. The appeal tribunal shall review all questions of law and fact under a clearly erroneous standard. The award of the appeal tribunal shall be final and binding. Judgment may be entered on the award in any court having jurisdiction thereof. Customer and Orkin acknowledge and agree that this arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the federal arbitration act. Before having recourse to arbitration, Customer and Orkin each agrees to try in good faith to settle any controversy or claim by at least four (4) hours of mediation administered under the AAA commercial mediation rules with Orkin agreeing to pay the costs of the mediation. The AAA may be contacted at the toll-free number 800.778.7879, or through the following website: <http://www.adr.org>. (B.) Class Action Waiver: any legal proceeding of any nature must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action, or multiple plaintiff or similar representative proceeding.
- XIII. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Unless otherwise expressly provided herein, no changes, alterations, or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto, no dealings between the parties or customs shall be permitted to contradict, vary, add to, or modify the written terms of this Agreement. If any term or provision, or portion thereof, is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to each such term or provision, and such unenforceable term or provision shall not affect any other term or provision of this Agreement, and the remaining terms and provisions of this Agreement shall remain binding and be construed and enforced accordingly. This Agreement is the product of negotiations between the Parties and shall be construed without regard to any presumption or rule requiring adverse construction or interpretation against either Party.
- XIV. **FORCE MAJEURE:** Orkin will be relieved of its obligations and may terminate this Agreement upon providing sixty (60) days' written notice if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Orkin's obligations under this Agreement. Moreover, Orkin may terminate if it cannot perform its responsibilities due to (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats, or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) unavailability of pesticides or other supplies for ordinary sources, and (j) shortage of adequate power or transportation facilities.



# Commercial Services Agreement

Customer Name City Of Beachwood- FITNESS COURT AT CITY PARK Date 2/20/26

Billing Address 25325 Fairmount Blvd

City Beachwood State Ohio Zip Code 44122 Phone \_\_\_\_\_

### I. INTENT

A. This Agreement is intended to constitute a mutual understanding between \_\_\_\_\_ (hereinafter the Customer) and Orkin, LLC (hereinafter "Orkin").

B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address):  
**Fitness court at City Park- 25815 Shaker Blvd E Beachwood Ohio 44122**

County Name: Cuyahoga Is this within city limits  Yes  No  Food Safety with GM QA  Health Care  Health Care with GM QA

Pharmaceutical with GM QA  Element  AirRemedy™  AirSpa™  
 Actizyme: Odor Neutralizer  Fly Foam Service  Other Perimeter defense

### II. SCOPE AND NATURE OF WORK

A. Orkin agrees to provide service for the following pests (the "Covered Pests")  
 Roaches  Common ants  Rats and mice  Pharaoh ants  Common spiders  Fleas  Odor  Other Sting insects on equip

Service means the periodic treatment to help control/combate the Covered Pests. Service cannot guarantee the Covered Pests will not return, but if they do, Orkin will retreat, as set out under the Triple Guarantee attached hereto and incorporated into this Agreement. \*Additional per service charge required to cover these ants.

B. **Service Exclusions. Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover other pests including, but not limited to: Carpenter Ants, Fire Ants, Tawny Ants, Bed Bugs, Bat Bugs, Brown Recluse Spiders, Mosquitoes, Stored Product Pests, Birds, Wildlife, Termites and other wood destroying organisms, or mold like conditions. Service for these pests requires a separate agreement or addendum. The requirement of a separate agreement or addendum can not be waived by the Customer or any employee or agent of Orkin. This exclusion can not be waived by the Customer or any employee or agent of Orkin.

### III. CUSTOMER OBLIGATIONS

A. The Customer shall extend all reasonably necessary cooperation to ensure satisfaction from pest services, including: availability of premises; appropriate sanitation, and corrective construction measures.

B. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported to the Customer in writing by Orkin, the Customer shall take the necessary steps to correct such conditions.

C. The Customer is responsible for communicating with all persons in the premises about the treatments and the nature of services offered hereunder; moreover, the Customer acknowledges that it has no information, or has communicated to Orkin in writing any information it does have, that any persons in the premises have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.

D. Should the Customer discover any covered pests during the term of this Agreement, they must follow the applicable notification and documentation processes as set out in the scope of service, provided by Orkin.

E. Failure of the Customer to take necessary steps to correct conditions reported to it or to otherwise comply with the Customer Obligations in Section III will relieve Orkin of its obligations under the Triple Guarantee and will permit Orkin, at its discretion, to terminate this Agreement with sixty (60) days written notice.

### IV. SERVICE SCHEDULE

A. Orkin service representative shall service the Customer (service frequency):  1 Time  2 Times  4 Times per month  Other Apr, July, Oct  
All areas requiring attention shall be treated as deemed necessary by Orkin.

B. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### V. TERMS AND PRICE INCREASES:

A. This agreement shall be effective for a period of  1  2  3 years from the date hereof, and thereafter the term shall automatically renew for additional terms of one (1) year. This agreement can be cancelled by either party by giving written notice of termination at least 60 days prior to the end of the applicable term then in effect.

B. For multiple year agreements, the service charge will not increase for two years after the initial treatment. Thereafter, and for all non multiple year agreements, Orkin shall have the right to increase the service charges effective anytime after the anniversary date of the initial treatment.

### VI. PAYMENT

A. The cost of the services described herein shall be \$ 60.00 plus tax of \$ \_\_\_\_\_ for the initial service and \$ 60 plus tax of \$ 0

per service thereafter for a period of (11) months. You will receive an invoice in the month serviced. Payment shall be due upon receipt of invoice.

### VII. MATERIALS

The materials used to control pests in and around Customer's premises shall be used in accordance with each product's label and specifications and in conformance with applicable Federal, State and Local laws and regulations.

### VIII. RELEASE AND LIMITATION OF LIABILITY:

A. Customer expressly releases Orkin from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) unless caused by the gross negligence or willful misconduct of Orkin. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided at the affected location(s).

B. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

### IX. EQUIPMENT REPLACEMENT

A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear excepted. All Equipment (which includes rodent barrier equipment, air products, or insect light traps) that is damaged, lost or destroyed on the Customer's premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs, unless such loss or damage was caused by Orkin's own negligence. Orkin shall retain ownership of leased components.

B. Upon termination of this Agreement for any reason, the Customer agrees to make the leased components available to Orkin. At Orkin's discretion, Orkin may in a lawful manner and without breach of the peace, enter upon the Customer's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to the Customer's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

I have read and understand all the terms of this Agreement on the reverse side.

Payment Summary		Tri annual Spring Summer Fall	
<b>1. INITIAL SERVICE PAYMENT</b>			
a.	Initial/Start-up Service	\$	<u>60.00</u>
b.	One-Time Charges	\$	_____
c.	Product Sales	\$	_____
d.	Sales Tax, if applicable	\$	<u>0.00</u>
Total (1a+1b+1c+1d)		\$	<u>60.00</u>
<b>2. RECURRING SERVICE CHARGES</b>			
i.	Per Service Treatment Charges	\$	<u>60.00</u>
l.	Sales Tax, if applicable	\$	<u>0.00</u>
Total (2a +2b)		\$	<u>60.00</u>
<b>3. RECURRING LEASE SERVICE CHARGES</b>			
a.	Leased Component Charges	\$	_____
b.	Sales Tax, if applicable	\$	_____
Total (3a+3b)		\$	<u>0</u>
<input type="checkbox"/> Scance <input type="checkbox"/> Standard <input type="checkbox"/> Industrial <input type="checkbox"/> AutoFresh <input type="checkbox"/> Actizyme: Odor Neutralizer <input checked="" type="checkbox"/> AirRemedy™ <input type="checkbox"/> AirSpa™			
		<input type="checkbox"/> AirRemedy Alpha	<input type="checkbox"/> AirSpa Alpha
		<input type="checkbox"/> AirRemedy Beta	<input type="checkbox"/> AirSpa Beta
		<input type="checkbox"/> AirRemedy Gamma	<input type="checkbox"/> AirSpa Gamma
		<input type="checkbox"/> AirRemedy AirPulse	<input type="checkbox"/> AirSpa AirPulse
Initial Service Investment (Totals of 1 +3)		\$	<u>60.00</u>
Recurring Service/Lease Payment (Totals of 2+3)		\$	<u>60.00</u>
<b>METHOD OF PAYMENT:</b>			
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> PAYMENT OPTION FORM <input type="checkbox"/> P.O.# _____			

<b>Lyle Biggs</b> Inspector Name (PRINT) (440) 453-5922 Branch Telephone Number <i>Anthony Lee</i> Branch Management Signature 162181APP (rev. 8/25)	<b>6973836</b> Applicator's License #  <b>2/20/26</b> Date	<b>6670 W Snowville Rd Suite 4</b> Branch Street Address <b>Brecksville</b> City <b>OH</b> State <b>44141</b> Zip Code <b>2/20/26</b> Date
------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------

OFFICE COPY Customer Email: [mike.rider@beachwoodohio.com](mailto:mike.rider@beachwoodohio.com)

X. **INSURANCE:** Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.

XI. **CHEMICAL INFORMATION WARNING:** Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.

**CUSTOMER INITIALS:**      **B** **DISPUTE RESOLUTION:** (A.) Mediation/Arbitration: Any controversy or claim arising out of or relating to this agreement, or the services performed by Orkin under this agreement or any other agreement, regardless of whether the controversy or claim arose before or after the execution, transfer or acceptance of this agreement, including but not limited to any tort and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, shall be settled by binding arbitration. Unless the parties agree otherwise, the arbitration shall be administered under the rules of the American Arbitration Association ("AAA") and shall be conducted by AAA. If administered under the AAA rules, a claim shall be determined under the AAA supplementary procedures for consumer related disputes in cases where such procedures are applicable. Any other controversy or claim shall be determined under the AAA Commercial arbitration rules. The customer and Orkin agree that the arbitrator shall follow the substantive law, including the terms and conditions of this agreement. Either party has the right to require a panel of three (3) arbitrators, but in the absence of the parties' Agreement, the requesting party shall be responsible for the cost of the additional arbitrators. Either party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties, except that a party may within 30 days of the original award request an arbitral appeal to an appeal tribunal, constituted in the same number and by the same process as the initial arbitrator(s). The appealing party shall be responsible for the filing fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. The appeal tribunal shall review all questions of law and fact under a clearly erroneous standard. The award of the appeal tribunal shall be final and binding. Judgment may be entered on the award in any court having jurisdiction thereof. Customer and Orkin acknowledge and agree that this arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the federal arbitration act. Before having recourse to arbitration, Customer and Orkin each agrees to try in good faith to settle any controversy or claim by at least four (4) hours of mediation administered under the AAA commercial mediation rules with Orkin agreeing to pay the costs of the mediation. The AAA may be contacted at the toll-free number 800.778.7879, or through the following website: <http://www.adr.org>. (B.) Class Action Waiver: any legal proceeding of any nature must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action, or multiple plaintiff or similar representative proceeding.

XIII. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Unless otherwise expressly provided herein, no changes, alterations, or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto, no dealings between the parties or customs shall be permitted to contradict, vary, add to, or modify the written terms of this Agreement. If any term or provision, or portion thereof, is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to each such term or provision, and such unenforceable term or provision shall not affect any other term or provision of this Agreement, and the remaining terms and provisions of this Agreement shall remain binding and be construed and enforced accordingly. This Agreement is the product of negotiations between the Parties and shall be construed without regard to any presumption or rule requiring adverse construction or interpretation against either Party.

XIV. **FORCE MAJEURE:** Orkin will be relieved of its obligations and may terminate this Agreement upon providing sixty (60) days' written notice if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Orkin's obligations under this Agreement. Moreover, Orkin may terminate if it cannot perform its responsibilities due to (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats, or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) unavailability of pesticides or other supplies for ordinary sources, and (j) shortage of adequate power or transportation facilities.



# Commercial Services Agreement

Customer Name City Of Beachwood- FIRE STATION #2 Date 2/20/26

Billing Address 25325 Fairmount Blvd

City Beachwood State Ohio Zip Code 44122 Phone (216) 292-1913

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between (hereinafter the Customer) and Orkin, LLC (hereinafter "Orkin").
- B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address):  
**3777 RICHMOND RD** **Beachwood** **Ohio** **44122**

County Name: Cuyahoga Is this within city limits  Yes  No  Food Safety with GM QA  Health Care  Health Care with GM QA

### II. SCOPE AND NATURE OF WORK

- A. Orkin agrees to provide service for the following pests (the "Covered Pests")  
 Roaches  Common ants  Rats and mice  Pharaoh ants\*  Common spiders  Flies  Odor  Other Stinging insects on bldg
- B. **Service Exclusions. Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover other pests including, but not limited to: Carpenter Ants, Fire Ants, Tawny Ants, Bed Bugs, Bat Bugs, Brown Recluse Spiders, Mosquitoes, Stored Product Pests, Birds, Wildlife, Termites and other wood destroying organisms, or mold like conditions. Service for these pests requires a separate agreement or addendum. The requirement of a separate agreement or addendum can not be waived by the Customer or any employee or agent of Orkin. This exclusion can not be waived by the Customer or any employee or agent of Orkin.

### III. CUSTOMER OBLIGATIONS

- A. The Customer shall extend all reasonably necessary cooperation to ensure satisfaction from pest services, including: availability of premises; appropriate sanitation, and corrective construction measures.
- B. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported to the Customer in writing by Orkin, the Customer shall take the necessary steps to correct such conditions.
- C. The Customer is responsible for communicating with all persons in the premises about the treatments and the nature of services offered hereunder; moreover, the Customer acknowledges that it has no information, or has communicated to Orkin in writing any information it does have, that any persons in the premises have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.
- D. Should the Customer discover any covered pests during the term of this Agreement, they must follow the applicable notification and documentation processes as set out in the scope of service, provided by Orkin.
- E. Failure of the Customer to take necessary steps to correct conditions reported to it or to otherwise comply with the Customer Obligations in Section III will relieve Orkin of its obligations under the Triple Guarantee and will permit Orkin, at its discretion, to terminate this Agreement with sixty (60) days written notice.

### IV. SERVICE SCHEDULE

- A. Orkin service representative shall service the Customer (service frequency):  1 Time  2 Times  4 Times per month  Other Apr, Jul, Oct
- B. All areas requiring attention shall be treated as deemed necessary by Orkin.
- C. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### V. TERMS AND PRICE INCREASES:

- A. This agreement shall be effective for a period of  1  2  3 years from the date hereof, and thereafter the term shall automatically renew for additional terms of one (1) year. This agreement can be cancelled by either party by giving written notice of termination at least 60 days prior to the end of the applicable term then in effect.
- B. For multiple year agreements, the service charge will not increase for two years after the initial treatment. Thereafter, and for all non multiple year agreements, Orkin shall have the right to increase the service charges effective anytime after the anniversary date of the initial treatment.

### VI. PAYMENT

- A. The cost of the services described herein shall be \$ \_\_\_\_\_ plus tax of \$ \_\_\_\_\_ for the initial service and \$ **440** plus tax of \$ **0.00**

per service thereafter for a period of (12) months. You will receive an invoice in the month serviced. Payment shall be due upon receipt of invoice.

### VII. MATERIALS

The materials used to control pests in and around Customer's premises shall be used in accordance with each product's label and specifications and in conformance with applicable Federal, State and Local laws and regulations.

### VIII. RELEASE AND LIMITATION OF LIABILITY:

- A. Customer expressly releases Orkin from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) unless caused by the gross negligence or willful misconduct of Orkin. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided at the affected location(s).
- B. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

### IX. EQUIPMENT REPLACEMENT

- A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear excepted. All Equipment (which includes rodent barrier equipment, air products, or insect light traps) that is damaged, lost or destroyed on the Customer's premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs, unless such loss or damage was caused by Orkin's own negligence. Orkin shall retain ownership of leased components.
- B. Upon termination of this Agreement for any reason, the Customer agrees to make the leased components available to Orkin. At Orkin's discretion, Orkin may in a lawful manner and without breach of the peace, enter upon the Customer's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to the Customer's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

I have read and understand all the terms of this Agreement on the reverse side.

Payment Summary	
<b>1. INITIAL SERVICE PAYMENT</b>	
a. Initial/Start-up Service	\$ _____
b. One-Time Charges	\$ _____
c. Product Sales	\$ _____
d. Sales Tax, if applicable	\$ _____
Total (1a+1b+1c+1d)	\$ <b>0</b>
<b>2. RECURRING SERVICE CHARGES</b>	
a. Per Service Treatment Charges	\$ <b>440.00</b>
b. Sales Tax, if applicable	\$ <b>0.00</b>
Total (2a+2b)	\$ <b>440.00</b>
<b>3. RECURRING LEASE SERVICE CHARGES</b>	
a. Leased Component Charges	\$ _____
b. Sales Tax, if applicable	\$ _____
Total (3a+3b)	\$ <b>0</b>
<input type="checkbox"/> Sconce <input type="checkbox"/> Standard <input type="checkbox"/> Industrial <input type="checkbox"/> AutoFresh <input type="checkbox"/> Actizyme: Odor Neutralizer <input type="checkbox"/> AirRemedy™ <input type="checkbox"/> AirSpa™ <input type="checkbox"/> AirRemedy Alpha <input type="checkbox"/> AirSpa Alpha <input type="checkbox"/> AirRemedy Beta <input type="checkbox"/> AirSpa Beta <input type="checkbox"/> AirRemedy Gamma <input type="checkbox"/> AirSpa Gamma <input type="checkbox"/> AirRemedy AirPulse <input type="checkbox"/> AirSpa AirPulse	
Initial Service Investment (Totals of 1 + 3)	\$ <b>0</b>
Recurring Service/Lease Payment (Totals of 2+3)	\$ <b>440.00</b>
METHOD OF PAYMENT:	
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> PAYMENT OPTION FORM <input type="checkbox"/> P.O.# _____	

**Lyle Biggs** 6973836 6670 W Snowville Rd Suite 4  
 Inspector Name (PRINT) Applicator's License # Branch Street Address  
 (440) 453-5922 Brecksville OH 44141  
 Branch Telephone Number City State Zip Code  
 Anthony Lee 2/20/26 Customer's Signature Date  
 Branch Management Signature Date  
 162181APP (rev 9/15)

OFFICE CO-OP Customer Email: mike.rider@beachwoodohio.com


**X. INSURANCE:** Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.

**XI. CHEMICAL INFORMATION WARNING:** Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.


**XII. CUSTOMER INITIALS:**      **B DISPUTE RESOLUTION:** (A.) Mediation/Arbitration: Any controversy or claim arising out of or relating to this agreement, or the services performed by Orkin under this agreement or any other agreement, regardless of whether the controversy or claim arose before or after the execution, transfer or acceptance of this agreement, including but not limited to any tort and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, shall be settled by binding arbitration. Unless the parties agree otherwise, the arbitration shall be administered under the rules of the American Arbitration Association ("AAA") and shall be conducted by AAA. If administered under the AAA rules, a claim shall be determined under the AAA supplementary procedures for consumer related disputes in cases where such procedures are applicable. Any other controversy or claim shall be determined under the AAA Commercial arbitration rules. The customer and Orkin agree that the arbitrator shall follow the substantive law, including the terms and conditions of this agreement. Either party has the right to require a panel of three (3) arbitrators, but in the absence of the parties' Agreement, the requesting party shall be responsible for the cost of the additional arbitrators. Either party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties, except that a party may within 30 days of the original award request an arbitral appeal to an appeal tribunal, constituted in the same number and by the same process as the initial arbitrator(s). The appealing party shall be responsible for the filing fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. The appeal tribunal shall review all questions of law and fact under a clearly erroneous standard. The award of the appeal tribunal shall be final and binding. Judgment may be entered on the award in any court having jurisdiction thereof. Customer and Orkin acknowledge and agree that this arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the federal arbitration act. Before having recourse to arbitration, Customer and Orkin each agrees to try in good faith to settle any controversy or claim by at least four (4) hours of mediation administered under the AAA commercial mediation rules with Orkin agreeing to pay the costs of the mediation. The AAA may be contacted at the toll-free number 800.778.7879, or through the following website: <http://www.adr.org>. (B.) Class Action Waiver: any legal proceeding of any nature must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action, or multiple plaintiff or similar representative proceeding.

**XIII. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Unless otherwise expressly provided herein, no changes, alterations, or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto, no dealings between the parties or customs shall be permitted to contradict, vary, add to, or modify the written terms of this Agreement. If any term or provision, or portion thereof, is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to each such term or provision, and such unenforceable term or provision shall not affect any other term or provision of this Agreement, and the remaining terms and provisions of this Agreement shall remain binding and be construed and enforced accordingly. This Agreement is the product of negotiations between the Parties and shall be construed without regard to any presumption or rule requiring adverse construction or interpretation against either Party.

**XIV. FORCE MAJEURE:** Orkin will be relieved of its obligations and may terminate this Agreement upon providing sixty (60) days' written notice if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Orkin's obligations under this Agreement. Moreover, Orkin may terminate if it cannot perform its responsibilities due to (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats, or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) unavailability of pesticides or other supplies for ordinary sources, and (j) shortage of adequate power or transportation facilities.

  
Justin Berns, Mayor  
Date: 4/30/2026


Approved as to form:

  
Todd Hunt, Director of Law  
Nathalie E. Supler, Assistant Law Director  
Matthew A. Kurz, Assistant Law Director  
25325 Fairmount Boulevard Beachwood,  
Ohio 44122  
216-595-5462  
Date: 04/29/2026

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

I hereby certify that the amount required to meet the City's obligations under this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

  
Larry Heiser  
Director of Finance  
Date: 4/29/2026

**BEACHWOOD PUBLIC WORKS DEPARTMENT  
INTER-OFFICE MEMORANDUM**

**TO:** Mayor, Justin Berns

**FROM:** Chris Arrietta, Public Works Director

**DATE:** June 2, 2026

**RE:** Council Agenda Item: Fallsway Equipment - Snowplow Parts Purchase

---

Public Works is planning to rebuild five Wausau snowplows prior to the 2026–2027 winter season. Rebuilding these units will extend their service life by an estimated 7 to 10 years and result in substantial cost savings by delaying the need to purchase new snowplows.

The rebuild project will include replacing the trip edges and truss frames on each snowplow. Two authorized Wausau parts dealers serve this area, and Fallsway Equipment Company submitted the lowest quote, totaling \$28,820.50.

With your approval, I would like to place this purchase on the next Council agenda. Please let me know if you have any questions or need any additional information regarding this request.

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A QUOTATION FOR THE PURCHASE OF PARTS TO REBUILD FIVE WAUSAU SNOWPLOWS FOR THE CITY OF BEACHWOOD; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Public Works Department has determined that five Wausau snowplows require significant refurbishment prior to the 2026–2027 winter season; and

WHEREAS, the proposed rebuild project includes the replacement of trip edges and truss frames on each snowplow; and

WHEREAS, rebuilding the snowplows will extend their useful service life by an estimated seven (7) to ten (10) years and will provide substantial cost savings by delaying the purchase of replacement units; and

WHEREAS, Fallsway Equipment Company, an authorized dealer of Wausau snowplow parts, submitted the lowest and best quote for the required parts in the amount of Twenty-Eight Thousand Eight Hundred Twenty Dollars and Fifty Cents (\$28,820.50); and

WHEREAS, City Council finds it to be in the best interest of the City to authorize the Mayor to accept said quotation.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The Mayor is hereby authorized to accept the quotation for the purchase of snowplow parts from Fallsway Equipment Company in an amount not to exceed Twenty-Eight Thousand Eight Hundred Twenty Dollars and Fifty Cents (\$28,820.50) for the purpose of rebuilding five Wausau snowplows for use by the Public Works Department as further outlined on the Quotation, as set forth in Exhibit “A”, a copy of which is attached hereto and incorporated herein.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City of Beachwood.

Section 3: This Resolution is declared to be an urgent measure necessary for the the public peace, health, safety, or the efficient operation of the City; and for the further reason that it is necessary for the timely preparation of snow removal equipment for the 2026–2027 winter season; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

RESOLUTION NO. 2026-64

Attest: I hereby certify this legislation was duly adopted on the 15<sup>th</sup> day of June, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16<sup>th</sup> day of June, 2026.

\_\_\_\_\_

Clerk

Approval: I have approved this legislation this 16<sup>th</sup> day of June, 2026 and filed it with the Clerk.

\_\_\_\_\_

Mayor

# FALLSWAY

## EQUIPMENT COMPANY

1237 Kaleria Avenue, Box 4537, Akron, Ohio 44310-0537  
 800-458-7941 or 330-633-6000

330 633 6000

330 633 6080

Account# 137070	Work Ord	Brc 00	Sls 536	S A L E S O R D E R E S T I M A T E		Date 05-13-26	Time 16:24	Order # 3775803	Page 1
--------------------	----------	-----------	------------	----------------------------------------	--	------------------	---------------	--------------------	-----------

Sold To: 000  
 CITY OF BEACHWOOD

Ship To:  
 CITY OF BEACHWOOD

25325 FAIRMOUNT BLVD

25325 FAIRMOUNT BLVD

BEACHWOOD OH 44122

BEACHWOOD OH 44122

Ship Via

Entered By kparr	Customer Purchase Order	Customer Contact JOE	Ord Date 05-13-26
	Equip ID	Customer Job #	Customer Phone # 216-292-1915

Ord	Ship	B/O	Mfg Part Number	Description	Bin	Unit Price	UM	Extended
-----	------	-----	-----------------	-------------	-----	------------	----	----------

5	5	Y	211 W2W09825	HINGE, TRIP EDGE FOR 10	.....	3,000.76Ea		15,003.80
3	3	Y	211 W2W09865	TRUSS FRAME - WELDED	.....	4,135.88Ea		12,407.64
	1		TRC	TARIFF SURCHARGE		1,409.06		1,409.06

\*\*ALL WAUSAU ORDERS ARE NON  
 RETURNABLE.\*\*

\*\*90+ DAY LEAD TIME - SUBJECT TO  
 CHANGE.\*\*

00 Sales Tax Number - 0.00

ALL RETURNS MUST HAVE COPY OF INVOICE/PACKING SLIP  
 SUBJECT TO 25 PCT, RESTOCKING AND DOES NOT APPLY TO ELECTRICAL, NON-STOCK, OR SPECIAL ORDER ITEMS.  
 ALL RETURNS MUST BE WITHIN 30 DAYS OF INVOICE DATE  
 PRICES SUBJECT TO CHANGE WITHOUT NOTICE  
 QOUTES ARE VALID FOR 30 CALENDAR DAYS.

Total Amount 28,820.50

Total Weight 0.0



## Interoffice Memo

Date: 6/3/26

To: Mayor Berns and City Council

From: Derek Schroeder *DS*

RE: Fall Fest Amusement and Equipment Rental

---

For the past several years, the Community Services Department has utilized SuperGames to provide rides and event equipment for the annual Beachwood Fall Festival. In addition to offering a wide variety of popular rides and games for attendees, SuperGames consistently provides excellent customer service and professional on-site staff, contributing significantly to the success of the event.

The total cost for SuperGames' services for this year's Fall Festival is \$30,600. As in previous years, the City will receive a \$2,000 contribution from NOPEC, which will be applied toward this expense. As a result, the net cost to the City is \$28,600, which is consistent with prior years' expenditures for this event.

Given SuperGames' proven track record of quality service and the positive experience they provide for our residents, I am requesting approval to continue utilizing their services for this year's Fall Festival. Because the total contract amount exceeds \$25,000, your approval is required before proceeding.

INTRODUCED BY:

RESOLUTION NO. 2026-65

AN RESOLUTION ACCEPTING A QUOTATION FOR THE RENTAL OF INFLATABLES AND OTHER ASSOCIATED EQUIPMENT FOR THE 2026 CITY OF BEACHWOOD FALL FESTIVAL; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City received a quotation from SuperGames for the rental of inflatables and other associated equipment for the 2026 City of Beachwood Fall Festival; and

WHEREAS, the total will be in an amount not to exceed Thirty Thousand Six Hundred Dollars and No/Cents (\$30,600.00); and

WHEREAS, a portion of the cost will be offset by the NOPEC Energized Community Grant in an amount not to exceed Two Thousand Dollars and No/Cents (\$2,000.00).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: Based upon the recommendation of the Community Services Director, the Mayor is hereby authorized and directed to accept the quotation as set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein for the 2026 City of Beachwood Fall Festival in an amount not to exceed Thirty Thousand Six Hundred Dollars and No/Cents (\$30,600.00) with a portion of the cost being offset by the NOPEC Energized Community Grant Agreement.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Resolution is declared to be an urgent measure necessary for the preservation of the public peace, health, safety, or the efficient operation of the City; and for the further reason to secure the rental of inflatables and associated equipment at the earliest time possible; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 15<sup>th</sup> day of June, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16<sup>th</sup> day of June, 2026

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 16<sup>th</sup> day of June, 2026, and filed it with the Clerk.

\_\_\_\_\_  
Mayor









**Invoice:** 53656535  
**Order Date:** 5/15/2026  
**Event Name:** Fall Fest

**SuperGames**  
 6580 Huntley Rd Columbus, OH, 43229  
**Phone:** (614) 846-8946

Event Location  
**City of Beachwood**  
**Shannon Diamond**  
 Beachwood City Hall  
 25325 Fairmount Blvd  
 Beachwood, OH 44122  
 Cell: (216) 798-7614 Office: (216) 292-1970

**Start Date:** 10/11/2026 12:00pm  
**End Date:** 10/11/2026 5:00pm  
**Delivery:** Fully Staffed

**Surface:** Pavement

Name	Qty	
<p><b>Activities Carnival Games</b></p>  <p>Beach Games (5'L x 19'W x 11'9"H)</p>	1	
<p><b>Activities Giant Board Games</b></p>  <p>Giant Corn Hole (4 x 6 x 2)</p>	1	
<p><b>Activities Inflatables</b></p>  <p>Deep Sea - 19ft Slide (37x15x19H)</p> <p><b>Minimum Height - 36"</b></p>	1	
 <p>Lava Flow - 3 Ball Leaps N Bounds (30x15x10H)</p> <p><b>min 36" max 80" 275lbs</b></p>	1	
 <p>Limbo Inflatable (11x5x11)</p>	1	
 <p>Treasure Island (24W x 30L x 19H)</p> <p><b>Minimum Height - 42"</b></p>	1	

<p><b>Activities Interactive</b></p>  <p>Ballistic Swing (60Wx60Lx13'5")</p> <p><b>Minimum Height - 42"</b></p>	1	
 <p>Drop Reaction Game - Black</p>	1	
 <p>Klime Wallz (10W x 30L x 25H)</p> <p><b>Min - 40lbs ; Max - 250lbs</b></p>	1	
 <p>Mechanical Pumpkin (15W x 15L x 10H)</p> <p><b>Minimum Height - 48"</b></p>	1	
 <p>Pirates Revenge (20W x 30L x 18H)</p> <p><b>Minimum Height - 42"</b></p>	1	
 <p>Super Slide - Carnival Slide (28'Tall 18'Wide 90'Long)</p> <p><b>42"</b></p>	1	
<p><b>Activities Sports</b></p>  <p>Axe Throwing Inflatable (Single) (14 x 10 x 12)</p>	1	
<p><b>Atmosphere</b></p>  <p>Fall Flags</p>	10	
<p>Generac - 17,500 Generator</p>	1	
<p>Height Sign for Ride</p>	1	
<p>6' Banquet Tables</p>	1	
<p>Chairs</p>	2	

Height Sign for Ride	1	
Height Sign for Ride	1	
High Profile Motion Base	1	
Generac - 17,500 Generator	1	
Height Sign for Ride	1	
<b>Infrastructure</b> Adirondack Chair	20	
Delivery	6	
Honda 6500 Generators	5	
Inflatable Safety Sign	1	
Picnic Tables (Folding)	8	
Safety Mats	1	
Sand Bags	1	
<b>Staffing</b> Event Host	1	
Staff	15	

<b>Rentals subtotal</b>	\$31,600.00
<b>Discount</b>	\$-1,000.00
<b>Total</b>	<b>\$30,600.00</b>
<b>Deposit Due</b>	\$13,300.00
<b>Amount Paid</b>	\$2,000.00
<b>Balance Due</b>	\$28,600.00
NOPEC Payment of \$2000 complete	

### Contract and Terms

#### SuperGames Event Policies

- **Weather**
  - Any forecast 50% or less chance of rain, the event is on as scheduled
  - SuperGames reserves the right to temporarily shut down activities due to hazardous conditions; i.e. significant rain, winds greater than 20 mph, lightning
  - SuperGames will make every effort to reopen activities once conditions allow
  - Wind Provision: State law requires that to operate inflatables, the wind speed is to be below 20 MPH sustained. Your event could experience a temporary shut down if the wind is over 20 MPH.
- **Payment / Deposit / Signed Agreement**

- o Once SuperGames equipment leaves warehouse, client cannot reschedule event and full payment will be due.
- o Full deposit or purchase order is due 14 days after contract is received. If rental deposit is not received by the date indicated, this agreement may be voided.
- o Deposit can be paid by check or credit card. 3% convenience fee applied to credit card payments.
- o Deposit is non refundable but can be applied to future programs within the current calendar year

- **Rescheduling events**

- o If there is an Indoor Option available, we prefer to use that instead of rescheduling.
- o If no Indoor Option, events can be rescheduled to a later date within the same calendar year

Please initial below to agree to these policies

Initials \_\_\_\_\_

**Information & Terms:** A non-refundable deposit and an authorized signature on your proposal will reserve your activities and date. The balance is due on or before the date of the event prior to set-up. We reserve the right to set appropriate rules of conduct and age/weight/time limits in order to best facilitate your event and maintain a safe environment.

**Rescheduling an Event:** This contract, after signing, is a legal and binding contract. To reschedule, sufficient notice must be given - at least 48 hours prior to start of your event. Deposit is non-refundable, however it may then be applied to an event date occurring in the same calendar year from the original event date. The contract price for the rescheduled event must be equal to or greater than the contract price for the cancelled event. Any rescheduled event is subject to availability of activities at the time of notification of postponement.

**Weather During Event:** In the event that inclement weather occurs while equipment is located on site during event, SuperGames reserves the right to deflate and cover equipment or otherwise terminate operations. Please note, all inflatable equipment is affected by wind and moisture, and will be deflated when raining or when sustained winds are over twenty (20) miles per hour.

**Equipment:** Equipment and entertainers are rented based on the signed agreement and deposits. While every effort is made to meet requests for specific equipment and/or entertainers, SuperGames reserves the right to substitute comparable equipment and/or entertainers of equal or greater value for any reason.

**Volunteer Requirements:** SuperGames will provide instruction for the proper and safe use of all equipment rented. This instruction will be made available to any employees, families, guests, or other individuals who wish to volunteer. Volunteer attendants must enforce all safety and behavior rules. If volunteer attendants fail to adhere to the provided instructions or fail to enforce safety and behavior rules, rented equipment may be taken down and removed. Volunteers are not covered by SuperGames insurance. SuperGames retains sole discretion to determine if rented equipment will be removed for such violations. The operator of any ride or equipment may, at his/her discretion, deny participation to anyone for any reason, including but not limited to intoxication, behavior, size, or medical conditions. Volunteers must follow and strictly adhere to all requirements for operating any inflatable or activity, as established by the Ohio Department of Agriculture Ride Safety Division.

Please note that items and equipment are reserved from the date of booking and therefore cannot be booked or reserved for other events. As equipment is held specifically for Client, cancellations made at any time will incur a penalty. This cancellation penalty applies to all events, unless otherwise authorized in writing by SuperGames management. Please note that your rental is not officially reserved until the signed contract is received. Cancellation of event after contract is signed and returned will result in loss of deposit. SuperGames reserves the right to bill the client for incidental expenses incurred as a result of event cancellation, including but not limited to vendor fees, food/catering expenses, labor costs, travel expenses, and lodging.

**I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

[Privacy Policy](#)

INTRODUCED BY:

ORDINANCE NO: 2026-

AN ORDINANCE CREATING BEACHWOOD CODIFIED ORDINANCE CHAPTER 407 TITLED “AUTOMATED SPEED AND TRAFFIC ENFORCEMENT PROGRAM”; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, data and traffic studies have established that automated enforcement of speed limits and traffic laws is an effective deterrent to reducing motorist violations and will increase motorist and pedestrian safety within the City of Beachwood;

WHEREAS, the City has conducted camera monitoring and traffic evaluations at various locations within the municipality in order to assess traffic patterns, speeding concerns, and roadway safety conditions;

WHEREAS, Council deems it in the best interest of the City and its residents to exercise municipal home rule authority to establish an Automated Speed and Traffic Enforcement Program and to preempt the provisions of Ohio Revised Code Section 4511.095; and

WHEREAS, Council further finds it appropriate and in the interest of fairness and public awareness to implement an initial thirty (30) day warning period during which warning notices, rather than civil fines, will be issued to motorists identified through the Automated Speed and Traffic Enforcement Program and to publicize advance notice of the Program through various social media.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Beachwood, Cuyahoga County, State of Ohio, that:

Section 1: Chapter 407 captioned “Automated Speed and Traffic Enforcement Program” of the Codified Ordinances of the City of Beachwood is hereby established to read and provide as fully set forth in **Exhibit “A”** which is attached hereto and fully incorporated by reference herein.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Ordinance is declared to be an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason that immediate implementation of the automated speed and traffic enforcement program is necessary to promote roadway and pedestrian safety and to facilitate enforcement pursuant to Beachwood Codified Ordinance Chapter 407; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest:

I hereby certify this legislation was duly adopted on the 18<sup>th</sup> day of May, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19<sup>th</sup> day of May, 2026.

\_\_\_\_\_  
Clerk

Approval:

I have approved this legislation this 19<sup>th</sup> day of May, 2026 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

## EXHIBIT "A"

### CHAPTER 407.

#### Automated Speed and Traffic Enforcement Program

- 407.01 Definitions.
- 407.02 General provisions.
- 407.03 Civil offense.
- 407.04 Notice of violation.
- 407.05 Rights of those ticketed.
- 407.06 Civil penalties.
- 407.07 Contesting tickets.
- 407.08 Calibration.
- 407.09 Signs.
- 407.10 Collection of civil penalty.

#### 407.01 DEFINITIONS.

As used in this Chapter, words and phrases are defined as follows:

- (a) "Traffic control enforcement program" is a program intended to reduce speeding and traffic ordinance or code violations using a traffic control enforcement system.
- (b) "Traffic control enforcement system" is a system with one or more sensors working in conjunction with a traffic law photo-monitoring device to produce recorded images of motor vehicles in violation of traffic ordinances or codes.
- (c) "Prosecuting Attorney" means the person appointed by Beachwood City Council to litigate cases in the Shaker Heights Municipal Court.
- (d) "Vehicle Owner" shall mean a "registered owner" as such term is hereafter defined in this Section 407.01.
- (e) "Motor Vehicle" has the same definition as in City of Beachwood Codified Ordinance Section 402.21, as amended from time to time.
- (f) "Motor Vehicle Leasing Dealer" has the same meaning as in Section 4517.01 of the Ohio Revised Code.
- (g) "Motor Vehicle Renting Dealer" has the same meaning as in Section 4549.65 of the Ohio Revised Code.
- (h) "Recorded Images" means images recorded by a traffic control enforcement system traffic law photo-monitoring device that show, on at least one image or on a portion of the videotape, the rear of a motor vehicle and the letters and numerals on the rear license plate of the vehicle, on any of the following:

- (1) Two or more photographs; or
- (2) Two or more microphotographs; or
- (3) Two or more electronic images; or
- (4) Two or more digital images; or
- (5) Videotape or video recording.

(i) "Date of issuance of notice of violation" shall be the date printed on the notice of violation immediately prior to its mailing.

(j) "Traffic Law Photo-monitoring Device" means an electronic system consisting of photographic, video or electronic camera and a means of sensing the presence of a motor vehicle that produces recorded images.

(k) "Traffic Law Violation" means either of the following:

(1) A violation of Section 4511.12 of the Revised Code based on the failure to comply with Section 4511.13 of the Revised Code or a substantially equivalent municipal ordinance that occurs at an intersection due to failure to obey a traffic signal;

(2) A violation of Section 4511.21 or 4511.211 of the Revised Code or City of Beachwood Ordinance Section 434.03 due to failure to observe the applicable speed limit.

(l) "Registered Owner" means all of the following:

(1) Any person or entity identified by the Ohio bureau of motor vehicles or any other state motor vehicle registration bureau, department, or office as the owner of a motor vehicle;

(2) The lessee of a motor vehicle under a lease of six (6) months or longer;

(3) The renter of a motor vehicle pursuant to a written rental agreement with a motor vehicle renting dealer.

(m) "System Location" means the approach to an intersection or area of roadway toward which a traffic law photo-monitoring device is directed and is in operation.

(n) "Law Enforcement Officer" means a sheriff, marshal, deputy marshal, police officer of a police department of any municipal corporation, police constable of any township, or police officer of a township or joint police district, who is employed or an auxiliary of the City of Beachwood.

(o) "Ticket" or "notice of violation" means any traffic ticket, citation, summons, violation, notice of violation, notice, or other ticket issued in response to an alleged traffic law violation detected by a traffic law photo monitoring device, that represents a civil violation.

(p) "Chapter" refers to Chapter 407 of the Codified Ordinances of the City of Beachwood and includes and encompasses each of the codified ordinances set forth therein as amended.

#### 407.02 GENERAL PROVISIONS.

(a) Notwithstanding any other provision of the traffic code ordinances of the City of Beachwood, the City hereby adopts a civil enforcement program for traffic control enforcement system violations as outlined in this Chapter. This program imposes monetary liability on the registered owner of a vehicle for failure of an operator thereof to strictly comply with the traffic signals and/or the posted speed limit in school zones or streets or highways within the City of Beachwood. The imposition of liability under this Chapter shall not be deemed a conviction for any purpose and shall not be made part of the operating record of any person upon whom the liability is imposed.

(b) The Chief of Police, or his or her designee, shall be responsible for administering the traffic control enforcement program. Specifically, the Chief of Police, or his or her designee shall be empowered to deploy and operate the traffic control enforcement system within the City of Beachwood.

(c) Any citation for a traffic control enforcement system violation pursuant to this section, known as a "notice of violation" shall:

(1) Be approved by a law enforcement officer of the City of Beachwood Police Department who shall:

A. Examine evidence of an alleged violation recorded by the traffic control enforcement system to determine whether an infraction has occurred, and

B. Determine whether the recorded images in connection with an alleged violation shows an infraction, contains a date and time of the alleged violation, shows the letters and numerals on the vehicle's license plate and shows the state in which the license plate was issued.

(2) Be forwarded by first-class mail or personal service to the registered owner.

(3) Clearly state the manner in which the violation may be appealed.

(4) Comply with the applicable requirements of state law.

#### 407.03 CIVIL OFFENSE.

(a) The vehicle owner shall be liable for a penalty imposed pursuant to this section if such vehicle is operated at a speed in excess of those set forth in Section 434.03 of these Codified Ordinances or Ohio Revised Code Section 4511.21 as each may be amended from time to time.

(b) The vehicle owner shall be liable for a penalty imposed pursuant to this section if such vehicle is operated in violation of Section 4511.12 of the Revised Code based on the failure to comply with Section 4511.13 of the Revised Code or a substantially equivalent municipal ordinance that occurs at an intersection due to failure to obey a traffic signal.

(c) A traffic law violation for which a ticket is issued by the City pursuant to Chapter 407 is a civil violation.

(d) Exception for emergency or public safety vehicles:

The provisions of this chapter shall not apply to emergency vehicles or public safety vehicles when those vehicles are responding to emergency or call for emergency service.

#### 407.04 NOTICE OF VIOLATION.

(a) The City or its designee shall process such a Ticket for a civil violation and shall send the Ticket by ordinary mail to any Registered Owner of the motor vehicle that is the subject of the Traffic Law Violation. The City or its designee shall ensure that the Ticket contains all of the following:

- (1) The name and address of the Registered Owner;
- (2) The letters and numerals appearing on the license plate issued to the motor vehicle;
- (3) The Traffic Law Violation charged;
- (4) The date, time, and location of the Traffic Law Violation;
- (5) A copy of the images recorded by the Law Enforcement Officer who used the Traffic Law Enforcement Device to record the violation;
- (6) The name and badge number of the Law Enforcement Officer who approved the Traffic Law Enforcement Device to record the violation;
- (7) The amount of the civil penalty imposed, the date by which the civil penalty is required to be paid, and the address to which the payment is to be sent and/or other means of payment;
- (8) A statement signed by a Law Enforcement Officer indicating that, based on an inspection of Recorded Images, the motor vehicle was involved in a Traffic Law Violation, and that the Recorded Images are prima facie evidence of that Traffic Law Violation, the statement may be signed electronically;
- (9) Information advising of the options prescribed in Section 407.05, specifically to include the time, place, and manner to contest a violation, and the procedure for disclaiming liability by submitting an affidavit as prescribed in Section 407.05; and
- (10) A warning that failure to exercise one of the options prescribed in Section 407.05 is deemed to be an admission of liability and waiver of the opportunity to contest the violation.

(b) The City or its designee shall send the Ticket by ordinary mail not later than thirty (30) days after the date of the alleged Traffic Law Violation.

(c) The City or its designee may elect to send, by ordinary mail not later than thirty (30) days after the date of the alleged Traffic Law Violation, a warning notice in lieu of a Ticket under this Chapter.

(d) Except as provided under Section 407.05 of this Chapter, the City of Beachwood or its designee may not mail a notice of violation to a person who is not the registered owner.

(e) It is prima facie evidence that the person registered as the owner of the vehicle with the Ohio Bureau of Motor Vehicles (or with any other applicable state vehicle registration office) was operating the vehicle at the time of the offense set out in Section 407.03 of this Chapter. This evidence and presumption may be rebutted in accordance with Section 407.05 or 407.07 of this Chapter of the Codified Ordinances of the City of Beachwood.

(f) Nothing in this Section shall be construed to limit the liability of an owner of a vehicle for any violation of Section 407.03.

#### 407.05 RIGHTS OF THOSE TICKETED.

(a) A person or entity who receives a Ticket for a Traffic Law Violation sent in compliance with this chapter shall elect to do one of the following within thirty (30) days after receipt of the Ticket:

(1) In accordance with instructions on the Ticket, pay the civil penalty, thereby failing to contest liability and waiving the opportunity to contest the violation; or

(2) Contest liability for the Ticket in accordance with this Chapter; or

(3) The Registered Owner may provide the City Police Department with one of the following affidavits or requisite notification:

A. An affidavit executed by the Registered Owner stating that another person was operating the vehicle of the Registered Owner at the time of the violation, identifying that person as a Designated Party who shall be held liable for the violation, and containing at a minimum the name and address of the Designated Party; or

B. An affidavit executed by the Registered Owner stating that at the time of the violation, the motor vehicle or the license plates issued to the motor vehicle were stolen and therefore were in the care, custody, or control of some person or entity to whom the Registered Owner did not grant permission to use the motor vehicle. In order to demonstrate that the motor vehicle or the license plates were stolen prior to the Traffic Law Violation and therefore were not under the control or possession of the Registered Owner at the time of the violation, the Registered Owner shall submit proof that a report about the stolen motor vehicle or license plates was filed with the appropriate law enforcement agency prior to the Traffic Law Violation or within forty-eight (48) hours after the Traffic Law Violation occurred; or

C. If the Registered Owner is a corporate entity, an affidavit, sworn to or affirmed by an agent of the corporate entity, that provides the name and address of the employee who was operating the motor vehicle at the time of the Traffic Law Violation and who is the Designated Party; or

D. If the Registered Owner is a Motor Vehicle Leasing Dealer or a Motor Vehicle Renting Dealer, written notification of the name and address of the lessee or renter of the motor vehicle at the time of the Traffic Law Violation and who is the Designated Party. Neither the Motor Vehicle Leasing Dealer nor the Motor Vehicle Renting Dealer shall pay such a Ticket and subsequently attempt to collect a fee or assess the lessee or renter for any payment of such a Ticket made on behalf of the lessee or renter.

(b) When the City Police Department receives an affidavit or notification described in this Section 407.05 from a Registered Owner, the City or its designee may proceed to send a Ticket that confirms with the requirements of this section to the Designated Party. The City shall send the Ticket to the Designated Party by regular mail not later than twenty-one (21) days after receipt of the affidavit or notice.

(c) A Registered Owner shall not be responsible for a Traffic Law Violation if, within thirty (30) days after the date of mailing of the Ticket, the Registered Owner furnishes either an affidavit or the

notification specified in subsection (b) above, to the City Police Department and one of the following conditions is met:

(1) Under this Section 407.05, within thirty (30) days after receipt of a Ticket to the Designated Party, the Designated Party either accepts liability for the Traffic Law Violation by paying the civil penalty or fails to contest liability for the Ticket in accordance with Section 407.05;

(2) Under Section 407.05, the Registered Owner submits an affidavit that is supported by a stolen vehicle or stolen license plate report filed with an appropriate law enforcement agency.

(3) Under Section 407.05, if it is determined that a valid Motor Vehicle Leasing Dealer or Motor Vehicle Renting Dealer received a Ticket for an alleged Traffic Law Violation detected by a Traffic Law Enforcement Device, the dealer will not be held liable for a Ticket issued for a motor vehicle that was in the care, custody, or control of a lessee or renter at the time of the alleged violation.

407.06 CIVIL PENALTIES.

(a) Unless the driver of a motor vehicle received a citation from a police officer at the time of the violation, or unless an exception or defense to liability set forth in Section 407.05 applies, the owner or responsible party for the motor vehicle is subject to a civil penalty if the motor vehicle is recorded by a Traffic Law Enforcement Device while being operated in violation of this Chapter.

(b) The civil penalty under this chapter shall be the following:

(1)

Miles per Hour Over Speed Limit	Amount of Penalty
10-19	\$155.00
20-29	\$200.00
30 or more	\$300.00

(2)

Miles Per Hour Over Speed Limit Within a School Zone	
6-10	\$200.00
11-19	\$250.00

20 or more	\$300.00
------------	----------

(3)

Failure to Obey Traffic Signal	\$155.00
--------------------------------	----------

(c) The failure to respond to a notice of violation in a timely fashion as set forth in this Chapter shall constitute a waiver of the right to contest liability for the violation under this Chapter.

(d) Persons who choose to pay the civil penalty without appearing before the Shaker Heights Municipal Court as set forth in Codified Ordinance Section 407.07 may do so in the manner indicated on the notice of violation.

(e) A violation for which a civil penalty is imposed under this chapter is not a moving violation for the purpose of assessing points under Ohio Revised Code Section 4507.021 for misdemeanor moving traffic offenses and may not be recorded on the driving record of the owner or operator of the motor vehicle and shall not be reported to Bureau of Motor Vehicles, nor shall such a violation be recorded on the driving record of the owner or operator of the vehicle involved in the violation.

#### 407.07 CONTESTING TICKETS.

(a) When a person or entity named in a Ticket for a civil violation elects to contest a Ticket, the person or entity shall request a hearing in the Shaker Heights Municipal Court by completing and filing a form as prescribed by the Shaker Heights Municipal Court, in the time frame required.

(b) The Shaker Heights Municipal Court shall set the matter for a pretrial and/or hearing pursuant to its Local Rules, the Ohio Rules of Civil Procedure, and Ohio Rules of Superintendence, as the Court deems appropriate. The Prosecuting Attorney shall litigate the case to a conclusion. The Court may extend the time period in which a hearing must be conducted upon its own motion, or either a request for additional time or waiver of time limits by the person or entity who requested the hearing. Notice of the hearing shall be provided by the Shaker Heights Municipal Court. The Shaker Heights Municipal Court shall determine whether a preponderance of the evidence establishes that a Traffic Law Violation alleged in the Ticket did in fact occur and that the person or entity requesting the hearing is the person who was operating the vehicle at the time of the Traffic Law Violation.

(c) (1) If the Shaker Heights Municipal Court finds that the person or entity named in the Ticket was not the person who was operating the vehicle at the time of the violation or receives evidence identifying a Designated Party, the Court shall provide to City or its designee, within five (5) days of the hearing, a copy of any evidence substantiating the identity of the Designated Party.

(2) Upon receipt of evidence of the identity of the Designated Party, City or its designee may issue a Ticket to the Designated Party. The City shall ensure that a Ticket issued under this section conforms with this Chapter. The City or its designee shall send the Ticket by regular mail not later than twenty-one (21) days after receipt of the evidence from the Court of the identity of the Designated Party.

(d) If a Designated Party, who is issued a Ticket under this Chapter, contests the Ticket by filing a written request for a hearing and does so not later than thirty (30) days after the receipt of the Ticket, the City shall require the Registered Owner of the motor vehicle to also attend the hearing. If at the hearing involving the Designated Party the Shaker Heights Municipal Court cannot determine the identity of the operator of the vehicle at the time of the violation, the Registered Owner shall be liable for the violation. The Shaker Heights Municipal Court shall then issue a decision imposing liability for the violation on the Registered Owner and submit it to the City or its designee and to the Registered Owner. If the Designated Party, also is a Registered Owner of the vehicle, liability for the violation shall follow the order of Registered Owners as listed on the title to the vehicle.

(e) The Shaker Heights Municipal Court shall determine whether a preponderance of evidence establishes that a traffic law violation occurred and the person requesting the hearing is the party operating the vehicle at the time of the violation. The Shaker Heights Municipal Court may advise the person or entity on the day of the hearing of its decision.

(1) If the Shaker Heights Municipal Court finds by a preponderance of the evidence that the alleged traffic law violation did in fact occur and that the person or entity named in the notice of violation is the person who was operating the vehicle at the time of the violation, the Court shall issue a journal entry imposing liability for the violation upon the individual or entity and submit it to the City of Beachwood or its designee and the person or entity named in the notice of violation.

(2) If the Shaker Heights Municipal Court finds by a preponderance of the evidence that the alleged traffic law violation did not occur or did in fact occur but the person or entity named in the notice of violation is not the person who was operating the vehicle at the time of the violation, the Court shall issue a journal entry finding that the individual or entity is not liable for the violation and submit it to the City of Beachwood or its designee and the person or entity named in the notice of violation.

(3) If the person who requested the hearing or a representative of the entity that requested the hearing fails to appear at the hearing, the Shaker Heights Municipal Court shall determine that the person or entity is liable for the violation. In such a case, the hearing officer shall issue a journal entry imposing liability for the violation upon the individual or entity and submit it to the City of Beachwood or its designee and the person or entity named in the notice of violation.

(f) If the registered owner or designated party chooses to contest the notice of violation, the Shaker Heights Municipal Court may consider any of the following as an affirmative defense to a violation upon the defense being established by a preponderance of the evidence by the registered owner or responsible party:

(1) That the motor vehicle or license plates of the motor vehicle were stolen before the violation occurred and were not under control or possession of the registered owner at the time of the traffic law violation. In order to demonstrate that the motor vehicle or license plates were stolen before the traffic law violation occurred and were not under the control or possession of the registered owner at the time of the traffic law violation, the owner must submit proof that a police report about the stolen motor vehicle or license plates was filed prior to the traffic law violation or within forty-eight (48) hours after the traffic law violation occurred.

(2) That the motor vehicle was under the custody and/or control of another person at the time of the violation. In order to establish this, the owner or responsible person must provide the name and address of the person who had custody and/or control of the motor vehicle at the time of the traffic law violation.

(3) That this section is unenforceable because the recorded image is not legible enough to determine the information needed.

(4) Evidence, other than that adduced pursuant to Section 407.07 (e)(1), that the registered owner or person named in the notice of violation was not operating the motor vehicle at the time of the violation. To satisfy the evidentiary burden under this subsection, the owner or person named in the notice of violation shall provide to the Shaker Heights Municipal Court evidence showing the identity of the person who was operating the motor vehicle at the time of the traffic law violation, including, but not limited to, the operator's name and current address, and any other evidence the Shaker Heights Municipal Court deems pertinent.

(5) That the motor vehicle operator was yielding the right-of-way to an emergency vehicle in accordance with Ohio law, or to a funeral procession.

(6) That the vehicle passed through the intersection in order to yield the right-of-way to either of the following: (i) a public safety vehicle or coroner's vehicle in accordance with section 4511.45 of the Ohio Revised Code; or (ii) a funeral procession in accordance with Section 4511.451 of the Ohio Revised Code.

(7) At the time and place of the alleged traffic law violation, the traffic control signal was not operating properly or the traffic law photo-monitoring device was not in proper position and the recorded image is not of sufficient legibility to enable an accurate determination of the information necessary to impose liability.

(8) That under consideration of the totality of the circumstances the person or entity named in the notice of violation is not liable.

(g) If the Shaker Heights Municipal Court finds that the person or entity named in the notice of violation was not operating the motor vehicle at the time of the violation or receives evidence under Section 407.07(e)(4) identifying the designated party, the Shaker Heights Municipal Court shall provide it to the City of Beachwood or its designee within five (5) calendar days, along with a copy of any evidence substantiating who was operating the motor vehicle at the time of the traffic law violation.

(1) Upon receipt of evidence of the responsible party pursuant to this Chapter or pursuant to Section 407.05, the City of Beachwood or its designee may issue a notice of violation, with the name and address of the designated party and the information required by Section 407.04 of this Chapter, to the person that the evidence indicates was operating the motor vehicle at the time of the violation.

(2) A notice of violation issued under this Section 407.07(g), shall be sent by the City of Beachwood or its designee by ordinary mail no later than twenty-one (21) business days after the receipt of the evidence from the Shaker Heights Municipal Court. The content of a notice of violation issued under this subsection shall be the same as set forth in subsection (a) of Section 407.04 of this Chapter.

(3) If a Designated Party who was issued a notice of violation under Section 407.07(e) hereof contests the ticket by filing a written request for an administrative hearing to review the notice of violation not later than thirty (30) days after receipt of the notice of violation, the City of Beachwood shall require the registered owner of the motor vehicle also to attend the hearing. If at the hearing involving the designated party the hearing officer cannot determine the identity of the operator of the vehicle at the time of the violation, the registered owner is liable for the violation. The hearing officer then shall issue a written decision imposing liability for the violation on the registered owner and submit it to the local authority or its designee and to the registered owner. If the designated

party also is a registered owner of the vehicle, liability for the violation shall follow the order of registered owners as listed on the title to the vehicle.

(h) A person who is named in a notice of violation for a civil violation may assert a testimonial privilege in accordance with division (D) of Section 2407.02 of the Ohio Revised Code.

(i) A person or entity found liable for a Ticket may appeal the decision rendered by the Shaker Heights Municipal Court in accordance with Ohio law.

(j) No decision rendered under this Section, and no admission of liability under this Chapter is admissible as evidence in any other judicial proceeding in this state, except as is provided in Section 407.10 herein below.

#### 407.08 CALIBRATION.

(a) Upon request, each manufacturer of a traffic law photo-monitoring device shall promptly provide to the City the maintenance records of any such device used in the City.

(b) Commencing upon the initial installation of related traffic law photo monitoring devices, and not later than the last day of January of each subsequent year, the manufacturer of any traffic law photo-monitoring device used by the City shall provide to the City a certificate of proper operation that attests to the accuracy of the device.

(c) The City shall test the accuracy of each such traffic law photo-monitoring device with an independent, certified speed measuring device or some other commonly accepted method prior to its use at each System Location.

#### 407.09 SIGNS.

The City or its designee shall erect signs on every highway, which is not a freeway, that is part of the state highway system and that enters into the City and at each fixed system location. The signs shall inform inbound traffic that the City utilizes traffic law photo-monitoring devices to enforce traffic laws. The signs shall be erected within the first three hundred feet of the boundary of the City and any fixed system location or, if the signs cannot be located within the first three hundred feet of the boundary of the City or a fixed system location, as close to that distance as possible, in accordance with Ohio Revised Code Chapter 4511.094.

#### 407.10 COLLECTION OF CIVIL PENALTY.

(a) In the event that the Registered Owner or Designated Party fails to take any action set forth in this Chapter or fails to satisfy any liability determined by the Shaker Heights Municipal Court for the penalties established under this Chapter and the time to appeal such decision has passed without the filing of an appeal, the City may request and/or receive a judgment from the Shaker Heights Municipal Court against the Owner or Designated Party for the amount owed under this Chapter, plus any applicable post judgment interest.

(b) If a judgment for a civil penalty under this Chapter is not satisfied, the City may seek payment on the judgment amount, together with any applicable interest thereon, in any manner authorized by law. In addition to any penalties authorized by this Chapter in relation to the

commission of a Traffic Law Violation thereof and post-judgment interest warranted pursuant to law, a person liable for the penalties established under this Chapter may be assessed any costs incurred by the City in the collection of the judgment, including but not limited to court filing fees and costs in conjunction with any collection proceedings as well as any collection and attorney's fees incurred by the City. The amount of any collection or attorney's fees shall not exceed thirty-five percent (35%) of the penalty for which the Owner or Designated Party is liable for the Traffic Law Violation(s) in question pursuant to this Chapter.

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PROCESSING SERVICES AGREEMENT WITH SITESTREAM, LLC FOR AUTOMATED TRAFFIC ENFORCEMENT EQUIPMENT AND RELATED SERVICES; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Sitestream, LLC has proposed to provide automated traffic enforcement equipment, violation processing services, citation administration support, reporting services, and related program administration services to the City of Beachwood; and

WHEREAS, the proposed Processing Services Agreement includes the installation, operation, and maintenance of speed enforcement equipment, processing of violation data, issuance of citations, online access to violation information, reporting functions, and related support services; and

WHEREAS, the proposed Agreement further establishes the respective obligations of Sitestream, LLC and the City regarding equipment operation, data processing, payment administration, maintenance responsibilities, insurance requirements, indemnification obligations, and other operational terms necessary for the administration of the services contemplated therein; and

WHEREAS, Council has determined that it is in the best interest of the City to authorize the Mayor to enter into the proposed Processing Services Agreement with Sitestream, LLC.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The Mayor is hereby authorized to enter into a Processing Services Agreement with Sitestream, LLC for automated traffic enforcement equipment and related processing services, including equipment installation, maintenance, violation processing, citation administration support, reporting services, and related program administration services, as set forth in the Processing Services Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "A".

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees, relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105, Codified Ordinances of the City.

Section 3: This Resolution is declared to be an urgent measure necessary for the public peace, health, or safety, or the efficient operation of the City, and for the further reason that the services contemplated by the Agreement are necessary to facilitate the timely implementation and operation of the City's traffic enforcement initiatives; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 18<sup>th</sup> day of May, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19<sup>th</sup> day of May, 2026.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 19<sup>th</sup> day of May, 2026 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

**Processing Services Agreement**

This Processing Services Agreement (the "Agreement") is between Sitestream, LLC, a Massachusetts limited liability company with a primary business address at 900 Cummings Center 324-S, Beverly, MA 01915 ("Sitestream") and the City of Beachwood, Ohio with a primary address at 25325 Fairmount Boulevard, Beachwood, OH 44122 ("Customer"), effective as of \_\_\_\_\_, 2026 ("Effective Date").

**WHEREAS**, Customer is engaging Sitestream to provide the services described in Section 1 of this Agreement (the "Services") to facilitate the detection, issuance, and processing of violations of one or more of Customer's traffic law or code enforcement programs (each a "Program");

**WHEREAS**, as part of the Services, Sitestream agrees to provide the equipment described in this Agreement ("Equipment") and access to certain software (the "System") to facilitate the back-end processing of notices issued to registered owner(s) of vehicles determined to be violating a Program (each a "Citation").

**NOW, THEREFORE**, the parties mutually agree as follows:

**1. Scope of Services**

(a) **Equipment:** Sitestream shall install, (operate, and maintain speed enforcement cameras (each a "Camera") in accordance with Sitestream's standard installation and maintenance practices. The Cameras provided under this Section 1(a) will include automated enforcement devices and manually operated enforcement devices. For purposes of this Agreement, "Equipment" means all Cameras provided by Sitestream and any associated hardware or equipment, including any property provided by Sitestream, and may include handheld speed enforcement devices which shall be subject to additional terms provided in Exhibit A hereto. The initial Equipment provided by Sitestream to Customer and the location of stationary Cameras is set forth in Exhibit B hereto. The number and location of stationary Cameras and the number of handheld speed enforcement devices may be increased, decreased or relocated through mutual written consent by Customer and Sitestream.

(b) **Camera Installation; Camera Poles.** Sitestream will install Cameras on property provided by Sitestream. Subject to the additional terms and conditions set forth in Exhibit C, if requested by Customer, Sitestream will also install fixed Cameras on Customer owned or controlled poles (each a "Camera Pole") at enforcement locations mutually agreed by Sitestream and Customer based upon community safety considerations.

(c) **System Operation:** Sitestream will make the System available for use by Customer pursuant to the license granted in Exhibit D attached to this Agreement. Sitestream shall operate the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, and Force Majeure as set forth in Section 10(b). The System shall utilize commercially reasonable security protocols and shall be accessible by end-users over the internet through supported

web browsers. Throughout the Term, reasonable technical assistance will be made available by telephone at no charge to Customer with the exception of all state and nationally recognized holidays.

(d) **System Updates and Repairs:** Sitestream will endeavor to provide software updates to the System as they become generally available, provided that Sitestream has no obligation to update or modify the System in any way. Any System repairs, upgrades, or modifications which, in the reasonable opinion of Sitestream, are required as a result of neglect or misuse by Customer, including without limitation a repair arising from the use of software other than software provided by Sitestream, shall be made at the expense of Customer. Upgrades to the System that are requested by Customer shall be made at the sole expense of Customer. Any other upgrades, repairs, or modifications made to the System at Sitestream's election will be made at the sole expense of Sitestream.

(e) **Offloading:** Subject to Customer's performance under Section 2(d), Sitestream will offload the images, videos, and other data collected by the Equipment ("Equipment Data") using the cellular connectivity provided by Sitestream or Wi-Fi connectivity provided by Customer and upload the Equipment Data to the System.

(f) **Processing:** Sitestream will use the System to process Equipment Data for the purpose of identifying violations of the Program that are detected by the Equipment (each a "Violation"). Sitestream will correlate Equipment Data with motor vehicle records and assemble images and data for each Violation into an electronic package accessible through the System for Customer to review in accordance with Section 2(c) (each a "Violation Package"). Sitestream will use commercially reasonable efforts to complete these activities within ten (10) days of the date the Violation occurred.

(g) **Issuing Citations:** Within five (5) days of approval of a Violation by Customer pursuant to Section 2(c), Sitestream shall issue a Citation, including images and data of the violation, to the registered owner of the vehicle identified in the Violation Package by first class mail and provide proof-of-mailing. The System shall allow the registered owner(s) to review the images and data related to the Citation online. If a registered owner disputes responsibility for a Violation and identifies a different violator in a manner agreed by Customer, then Sitestream will reissue the Citation to that different violator within five (5) days after such identification. For purposes of this Agreement, "Violator" means the registered owner, or, if the registered owner has identified another person as the violator, the person identified by the registered owner. With respect to any Citation that is not paid or contested within thirty (30) days of mailing of the Citation, Sitestream may send additional notices, including notice of penalties for late payment, in a form mutually agreed upon by the parties (each a "Subsequent Notice").

(h) **Payment Methods:** Each Citation will specify the amount of the fine owed by the Violator (the "Fine"). The Citation will provide the Violator the opportunity to pay the Fine directly to the Court, or if requested by the Court, through an online web portal hosted by Sitestream. The "Court" means the Shaker Heights Municipal Court. For Fines collected by Sitestream (including any late penalties or other applicable fees), to the extent permitted by applicable law, Sitestream may pass through to Violators a convenience fee for processing Fines paid by debit or credit card ("Convenience Fee"). Customer shall have no obligation for the payment of any Convenience Fees. In the event the Court permits Sitestream to collect Fees, and a Violator's failure to pay a Fine renders the Fine a collectible debt under state law or local ordinance (hereinafter a "Debt"), Customer agrees that Sitestream may take reasonable steps to

recover such Debt and any associated late fees in accordance with the applicable laws and procedures for the collection of debts in Customer's jurisdiction.

(i) **Project Manager:** Sitestream will designate one Sitestream employee as Customer's principal contact at Sitestream ("Sitestream Project Manager").

(j) **Customer Personnel Training:** On days and at times agreed by the parties, Sitestream will provide training to Customer personnel designated by Customer with respect to accessing and using the System. Sitestream may make available to Customer certain written materials to support Customer personnel use of the System (the "Training Materials").

(k) **Deposit of Fines:** If the Court requests that Sitestream collect Fines, Sitestream will collect Fines from those who voluntarily pay and shall have authority to receive such payments and endorse checks, drafts, money orders and other negotiable instruments which may be received in payment on Customer's behalf. Sitestream will place such amounts in a separate account with a banking institution ("Master Account"). The Master Account shall be established in a manner which permits funds to be swept to a Customer-designated bank account by Sitestream..

(l) **Storage of Data:** Sitestream will store all Violation data for one (1) year after payment or final adjudication of such Violation or such other period as required by applicable law. Customer shall have reasonable access to the Violation data during the storage period.

(m) **Reports:** The System shall include functionality that permits Customer to run reports with regard to the functioning of the System, including but not limited to the number of Citations issued and paid, the aggregate amounts paid by Violators, the number of contested Citations, and such other data as reasonably requested by Customer.

(n) **Public Awareness:** Sitestream shall assist and support Customer's efforts in public education and awareness programs, by providing information including, but not limited to, violation statistics and violation statistic improvements. Sitestream shall provide Customer with a pamphlet that Customer may reproduce and distribute to Customer residents (each a "Pamphlet"). The Pamphlet, which may be customized to include branding provided by Customer, shall include a description of the operation of the System in non-technical terms.

(o) **Equipment Maintenance and Repair:** Sitestream shall maintain the Equipment and shall promptly repair or replace any damaged or defective components at its own expense, except if the damage was caused by the negligence of Customer or Customer personnel. Sitestream shall perform preventative maintenance and cleaning of Equipment components on a regular basis, including review and testing of Camera settings and operation, communications, and other Equipment components. Sitestream will use commercially reasonable efforts to notify Customer and initiate repairs within seventy-two (72) hours after identification of any material damage, defect, or other issue with respect to the Equipment.

## 2. Customer Obligations

(a) **Project Manager.** Customer will designate one Customer employee as Sitestream's principal contact at Customer ("Customer Project Manager").

(b) **Cooperation:** Customer will cooperate with Sitestream during all aspects of the planning, installation, implementation, and operation of the Equipment and the System and perform any other Customer obligations set forth in this Agreement. To the extent required by the applicable data provider, Customer will provide written authorization (in a form reasonably acceptable to Customer) for Sitestream to perform motor vehicle ownership inquiries on behalf of Customer.

(c) **Review of Violations:** Customer will provide designated personnel of Customer's Police Department to carefully review each Violation Package to determine whether: (i) the Violation is approved, and the corresponding Violation can be mailed; or (ii) the Violation is rejected. If the Violation is rejected, Customer Project Manager will report to Sitestream the basis for the rejection. Customer is solely responsible for determining which Violations identified in Violation Packages are issued as Citations.

(d) **Upload of Equipment Data:** Customer shall ensure that Equipment Data is available for Sitestream to offload as provided in Section 1(e) on the same day that the Equipment Data is captured by the Cameras.

(e) **Collections:** Customer must take collections action against those Violators that fail to pay or contest a Citation within ninety (90) days from the date the Citation was issued or reasonably cooperate with Sitestream retaining a third-party collections agency or law firm to recover the fines, including collections costs and expenses, in accordance with Section 1(h).

(f) **System Use:** Use of the System by Customer is subject to the license and restrictions set forth in Exhibit C attached to this Agreement.

(g) **Safeteen Program:**

- (i) **Safeteen Revenue:** In consideration of Customer's participation in the Safeteen program and subject to Customer's compliance with Section 2(g), every six (6) months from the date the first Camera is activated into 'live' status, Sitestream will pay Customer one percent (1%) of the total Fees paid to Sitestream during the preceding six-month period ("Safeteen Revenue"). Sitestream's obligation to pay Safeteen Revenue to Customer shall cease upon termination or expiration of this Agreement, or upon Customer's failure to cure a breach of Section 2(g) within thirty (30) days as provided in Section 2(g)(iv).
- (ii) Customer must spend all Safeteen Revenue solely and directly in furtherance of promoting and enabling students in the school districts within Customer's territory to participate in drivers' education programs and driving lessons (the "Objective"). For the avoidance of doubt, the Objective is intended to reduce the financial burden of students seeking or receiving drivers' education, and use of Safeteen Revenue in a manner that solely benefits the providers of drivers' education programs, such as increasing their compensation, is not considered use in furtherance of the Objective.
- (iii) Customer must keep accurate and updated records of all costs, expenses, and transactions that are paid with Safeteen Revenue. Customer will provide copies of such records to Sitestream promptly upon Sitestream's request, or, absent any request, at least once per calendar year during the Term. Such records must be sufficiently detailed as to enable

Sitestream to reasonably determine whether the Safeteen Revenue was used in furtherance of the Objective.

- (iv) Any use of Safeteen Revenue for any purpose other than the Objective will be considered a material breach of this Section 2(g), and determination of whether Safeteen Revenue is properly used in furtherance of the Objective is solely within Sitestream's discretion. In the event Sitestream reasonably determines that Customer has used any or all of the Safeteen Revenue for any purpose other than to further the Objective, Sitestream will notify Customer of the improper expenditures and total amount of Safeteen Revenue that was determined to have been misused ("Misused Safeteen Revenue"), and Customer will have thirty (30) days after receiving such notice to either: (1) justify its spending and successfully change Sitestream's determination that the Safeteen Revenue was misused; (2) re-allocate the amount of Misused Safeteen Revenue towards expenses that are pre-approved by Sitestream in writing; or (3) reimburse Sitestream for the amount of Misused Safeteen Revenue identified in Sitestream's notice of misuse.

### 3. Term

(a) **Term:** The Agreement shall commence on the Effective Date and continue for a period of five (5) years (the "Initial Term"). Upon expiration of the Initial Term, the Agreement may automatically renew for two (2) two-year terms (each a "Renewal Term" and, collectively with the Initial Term, the "Term") unless either party provides a written notice to terminate not later than ninety (90) days prior to expiration of the then-current Initial Term or Renewal Term. Renewal Terms are subject to a renewal pricing increase based on National US Consumer Price Increases over the prevailing contract period, not to exceed 6%, which shall be mutually agreed upon by the parties no less than one hundred and twenty (120) days prior to the expiration of the then-current Initial Term or Renewal Term.

(b) **Termination by Either Party:** This Agreement may be terminated at any time by the mutual written agreement of Sitestream and Customer. Either party may also terminate this Agreement for cause if: (i) the other party has breached its obligations under this Agreement; (ii) applicable state law is amended, or a state agency adopts a rule or other requirement to prohibit or substantially restrict the operation of automated traffic law or code enforcement systems; or (iii) any court of competent jurisdiction rules that the Equipment, the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce Citations. The terminating party must provide thirty (30) days advance written notice to the other party of its intent to terminate, which notice must include the reasons for the termination. In the case of a breach of this Agreement, the notice must provide the other party with an opportunity to cure the breach during the sixty (60) day period following receipt of the notice. Notwithstanding the foregoing, in the event of termination based upon (ii) or (iii) above, Sitestream or Customer may suspend the Services immediately upon the effective date of such amendment or ruling, as applicable.

(c) **Termination by Customer:** Customer may terminate this Agreement at its convenience by giving Sitestream not less than one hundred and twenty (120) days' prior written notice. If Customer terminates this Agreement for convenience, Customer shall pay Sitestream a fee of \$500 per Camera for each month that remains in the Initial Term as of the Effective Date of Termination (the "Termination Fee"). There is

no Termination Fee if Customer terminates the Agreement after 36 months of the Initial Term or during any Renewal Term. Any Termination Fee must be paid within thirty (30) days after the Effective Date of Termination.

(d) **Effect of Termination:** On the termination date (if this Agreement is terminated for convenience pursuant to Section 3(c)) or on the first day after any other date of termination or expiration of this Agreement ("Effective Date of Termination"), the Services shall cease immediately. The following Sections of the Agreement shall survive any termination or expiration of the Agreement: 1(l) (Storage of Violation Data), 3(d) (Effect of Termination), 4(a) (Service Fees), 5 (Intellectual Property), 6 (Indemnification Obligations), 7 (Limitation of Liability), 10(f) (Applicable Law), and 10(e) (Notices). Notwithstanding the foregoing, unless otherwise prohibited by law, Sitestream will continue to process Violations detected or issued pursuant to this Agreement prior to the Effective Date of Termination until such Violation is dismissed by Customer, payment is made, or judgment is entered by a court.

(e) **Removal of Equipment:** Within sixty (60) days following the Effective Date of Termination, Sitestream shall retrieve all Equipment from Customer. Customer shall not charge any storage fees for the Equipment during this period, if any.

#### **4. Compensation**

(a) **Service Fees:** In consideration for the Services, Customer shall pay Sitestream a fee based on the Fines collected by or on behalf of Sitestream or Customer (the "Service Fee"). Customer shall pay Sitestream the greater of: (i) an amount equal to 35% of each Fine collected and any escalated Late Fees (not including Convenience Fees, if any) or (ii) \$52.50 (fifty-two dollars and fifty cents) for each Fine collected.

(b) **Payment:** As provided in Section 1(k), Sitestream will deposit the Fines collected by Sitestream into the Master Account. Sitestream will sweep Fines from the Master Account to the Customer-designated bank account on or around the 1st and the 15th of each month, provided, however, that Sitestream shall deduct from each funds sweep the Service Fees owed by Customer pursuant to Section 4(a).

(c) **Invoicing:** Sitestream shall provide an itemized invoice to Customer within five (5) days of each revenue sweep from the Master Account to a Customer-designated account as described in Section 4(b). Each invoice shall indicate the total Fines collected and the Service Fees deducted by Sitestream from such amounts.

(d) **Fees are Sole Compensation:** The fees described in this Section 4 shall be Sitestream's sole compensation for the Services. Sitestream is responsible for costs of maintaining and repairing the Equipment to the extent maintenance and repairs are required under Section 1(o). Customer is responsible for any costs associated with maintaining cellular and Wi-Fi connectivity in connection with the Equipment and the System. Maintenance of the System shall remain the responsibility of Sitestream.

#### **5. Intellectual Property**

(a) **No Rights in Equipment or System:** The parties acknowledge and agree that this Agreement does not convey to Customer any ownership of or rights in the Equipment or System, other than the license to use the System granted in Exhibit C attached to this Agreement. The Equipment and System shall remain the sole and exclusive property of Sitestream and/or its licensors.

(b) **Program Data:** Customer shall retain all right, title and interest in and to any information, data, study findings, or report content created by Sitestream related specifically to the Program or its operation ("Program Data"). Customer grants to Sitestream: (i) a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable, non-transferrable right and license during the Term to copy, distribute, display and create derivative works of and use Program Data solely to perform the Services; and (ii) a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid up, right and license to use Program Data solely in an aggregated, de-identified and/or anonymized format such that Customer, its personnel and Violators are not identified, in order to evaluate and enhance Sitestream's systems and services. Sitestream and its affiliates may identify Customer as an entity utilizing the Services and the System in its marketing materials, including but not limited to its website and proposals to perform the same or similar Services for others, without the prior written consent of Customer.

(c) **Program Materials:** Sitestream shall retain all right, title and interest in and to any information, data, software (including with respect to any System integration performed by or on behalf of Sitestream), templates, studies, reports or other documents, including Training Materials, Pamphlets, and other materials used generally by Sitestream in performing services for its clients ("Program Materials"). Sitestream grants to Customer a non-exclusive, royalty-free, fully paid up, non-sublicensable, non-transferrable right and license during the Term to create a limited number of copies, distribute, display and create derivative works of and use, Program Materials solely by its authorized personnel for Customer's internal use in connection with the Services.

(d) **Customer Marks:** Customer hereby grants to Sitestream and its affiliates a non-exclusive, non-transferable, sublicensable, license during the Term to use, reproduce, display, and distribute the Customer name, seal, logo, domain name and other marks owned or controlled by Customer ("Customer Marks") solely in connection with the Program Materials and as otherwise required in connection with the performance of the Services. Sitestream will provide Customer the opportunity to review and approve all uses of the Customer Marks. Notwithstanding the foregoing, Sitestream and its affiliates may identify the Customer as an entity utilizing the Services in its marketing materials, including but not limited to its website and proposals to perform the same or similar services for others, without the prior written consent of Customer. Nothing in this Agreement grants the Customer any right to use the name, logo or other marks of Sitestream or its affiliates except as incorporated in Program Data and Program Materials, or otherwise with the prior written consent of Sitestream.

## 6. Representations and Warranties

(a) Sitestream represents and warrants that at all times during the Term:

(i) it has the legal power to enter into the Agreement;

- (ii) the Services described herein will be performed in a workmanlike and professional manner with due care and skill;
  - (iii) it will perform the Services in compliance with all applicable federal, state, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq;
  - (iv) it is not barred by law from contracting with Customer or with any other unit of state or local government as a result of: (i) a delinquency in the payment of any tax administered by the Department of Revenue in the state in which Customer is located unless Sitestream is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax; or (ii) any finding of recovery made against Sitestream by the Auditor of such state;
  - (v) the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation; and
  - (vi) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specifically Designated National and Blocked Person. Sitestream further represents and warrants to Customer that Sitestream and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.
- (b) Customer represents and warrants that at all times during the Term:
- (i) it has the legal power to enter into the Agreement and that it has complied with any and all applicable federal, state, and local procurement requirements in connection therewith;
  - (ii) it has the legal right to grant the licenses set forth in Section 5; and
  - (iii) it will utilize the Services and the System in compliance with all applicable federal, state and local laws.

## **7. Insurance**

(a) Sitestream shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth below:

- (i) Workers' Compensation and Employer's Liability with limits not less than:

Workers' Compensation: statutory

Employer's Liability: \$500,000 ea. accident-injury

\$500,000 ea. employee-disease

\$500,000 disease-policy

This insurance shall provide that coverage applies to Ohio.

- (ii) Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned, or rented of not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.
- (iii) Comprehensive General Liability with limits not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.
- (iv) Umbrella Liability with limits not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit. This policy shall apply in excess of the limits stated in Sections 7(a)(i)-(iii) above.

(b) Sitestream shall list Customer as an additional insured under all of the policies described in this Section 7 and shall file with Customer certificates of insurance reflecting the minimum insurance coverage and limits provided in this Section 7 prior to commencing work on the System.

## **8. Indemnification**

(a) **Sitestream Indemnity:** Sitestream shall indemnify, defend, and hold harmless Customer and its elected officials, officers, employees, agents, attorneys, representatives, and permitted assigns and all persons acting through, by, under or in concert with them (the "Customer Indemnitees") from and against any and all third party claims arising out of or related to:

- (i) any material breach of the representations and warranties of Sitestream set forth in Section 6;
- (ii) negligence or misconduct of Sitestream or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Customer Indemnitee; or
- (iii) a claim that the System infringes the copyright or U.S. patent of a third party. In the event such a claim is made or appears likely to be made, Sitestream will either: (i) enable Customer to continue to use the System; (ii) modify the System to render it non-infringing; or (iii) replace the System with a replacement System at least functionally equivalent. If Sitestream determines that none of these alternatives is reasonably available, Sitestream shall have the right to terminate this Agreement effective immediately.

(b) **Notice; Participation Rights:** In the event of any third-party claim, action, or demand for which a party seeks indemnification from the other pursuant to this Section 8 (each a “Claim”), the Indemnified Party must give the Indemnifying Party written notice of such Claim promptly after the Indemnified Party first becomes aware of it. The Indemnifying Party will have the right to choose counsel to defend against the Claim (subject to approval of such counsel by the Indemnified Party, which approval may not be unreasonably withheld, conditioned, or delayed) and to control and settle the Claim. The Indemnifying Party will have the right to participate in the defense of the Claim at its sole expense.

## 9. Limitation of Liability

EXCEPT FOR AMOUNTS PAYABLE WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR THE SYSTEMS, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES ARISING OUT OF THE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE LIMITED TO THE SERVICE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM.

## 10. General Terms

(a) **Relationship Between Parties:** Sitestream is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or applied to create a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, this Agreement does not permit either party to incur any debts or liabilities or obligations on behalf of the other party, except only as specifically provided herein.

(b) **Force Majeure:** No party shall be liable or responsible to the other party, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from events outside of the party’s reasonable control (“Force Majeure Events”) including but not limited to: acts of God; pandemics, endemics, epidemics, or outbreaks; natural catastrophes; wars, invasions, or hostilities (whether war is declared or not); terrorist threats or acts; strikes, riots, or other civil unrest; government order or law; actions, embargoes, or blockades in effect after the date of this Agreement; labor stoppages or slowdowns or other industrial disturbances; and shortage of adequate power or transportation facilities. The affected party shall: (i) within thirty (30) days after the Force Majeure Event occurs, deliver written notice to the other party that the Force Majeure Event has or is likely to impact the affected party’s performance; and (ii) resume performance under this Agreement as soon as reasonably practicable after the Force Majeure Event has been resolved or terminated.

(c) **Notices:** Any notices provided pursuant to this Agreement shall be effective three (3) days after deposit in the U.S. Mail if sent by Certified Mail Return Receipt Requested, or immediately if by in-person delivery or confirmed electronic mail, to the parties at the addresses first set forth herein.

(d) **Assignment:** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Sitestream may assign the Agreement to an affiliate or in connection with a merger or sale of substantially all of the assets related to the Agreement, and Sitestream may use third party contractors to fulfill its obligations to provide certain Services provided that Sitestream shall be responsible for the performance of such subcontractors in accordance with the terms of this Agreement. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(e) **Conflict Resolution:** The following procedure will be followed if resolution is required to a conflict arising during the performance of this Agreement:

- (i) When a conflict arises between Customer and Sitestream, the project team members will first strive to work out the problem internally.
- (ii) If the project team cannot resolve the conflict within five (5) business days, the Customer Project Manager and the Sitestream Project Manager will meet to resolve the issue.
- (iii) If the conflict is not resolved within five (5) business days after being escalated to the Project Managers, a senior executive of Sitestream will meet with senior level administrator for Customer within five (5) days to resolve the issue.
- (iv) If no resolution is reached pursuant to Section 10(e)(iii), the parties may mutually agree to terminate the Agreement by mutual agreement pursuant to Section 3(b) or seek any available legal or equitable remedies.
- (v) During any conflict resolution as described in this Section 10(e), Sitestream agrees to provide the Services relating to items not in dispute, to the extent practicable, pending resolution of the conflict. Customer agrees to pay invoices per the Agreement.

(f) **Applicable Law:** This Agreement is governed by and construed in all respects in accordance with the laws of the state in which Customer is located, without regard to any conflicts of laws rules. Any lawsuit arising out of or in connection with this Agreement must be filed in a state or federal court of competent jurisdiction in the state in which Customer is located, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.

(g) **Entire Agreement; Counterparts:** This Agreement constitutes the entire agreement between the parties about the Services and supersedes all prior and contemporaneous agreements or communications. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any copy of this Agreement made by reliable means (for example, photocopy or electronic mail) is considered an original.

(h) **Amendments; Severability; Waiver:** This Agreement may only be amended by a writing specifically referencing the section of the Agreement to be amended and which has been signed by authorized representatives of the parties. If any term in this Agreement is found by competent judicial

authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement. An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement will not be deemed a waiver of subsequent instances.

**IN WITNESS WHEREOF**, the parties accept the terms of this Agreement by signing below:

**Sitestream, LLC**

By: \_\_\_\_\_  
Andrew Noble

Title: President

Date: \_\_\_\_\_

**City of Beachwood, Ohio**

By: \_\_\_\_\_  
Justin Berns, Mayor

Date: \_\_\_\_\_

Approved as to legal form:

\_\_\_\_\_

R. Todd Hunt, Law Director, City of Beachwood  
Ohio

## EXHIBIT A

### **Additional Terms and Conditions for Handheld Speed Enforcement**

- 1.1. Equipment. Upon written request by Customer, Sitestream shall provide and maintain one (1) or more portable photo-laser speed enforcement systems (each a "Handheld Speed Enforcement Unit") in accordance with Sitestream's standard maintenance procedures.
- 1.2. Usage of Handheld Speed Enforcement Units. In order to promote community safety, Customer agrees to: (a) make reasonable efforts to utilize each Handheld Speed Enforcement Unit to conduct safety enforcement each week; (b) follow reasonable industry practices in the usage of Handheld Speed Enforcement Units; and (c) download all violations detected by the Handheld Speed Enforcement Units in a timely manner which shall in no event exceed forty-eight (48) hours following detection. If, during any four (4) consecutive weeks during the Term, Customer fails to utilize one (1) or more Handheld Speed Enforcement Units for at least 10 hours per week, in addition to any other remedies it may have hereunder, Sitestream may, at its sole discretion, charge a Non-Usage Fee of \$1,000, for each such four (4) week period, and/or remove any such Handheld Speed Enforcement Unit that has been underutilized from the Service.
- 1.3. Operation of Handheld Enforcement Units. Customer shall: (a) keep the Handheld Speed Enforcement Units free of all security interests of any kind whatsoever, including liens, encumbrances and other claims; (b) take reasonable measures to protect the Handheld Speed Enforcement Units from theft, unauthorized use or vandalism; (c) not remove or have removed any identification marks applied to the Handheld Speed Enforcement Units by Sitestream or the manufacturer; (d) maintain the Handheld Speed Enforcement Units in good condition and repair, reasonable wear and tear excepted; (e) use the Handheld Speed Enforcement Units with due care to prevent injury thereto and to any person or property and in conformity with all applicable laws; and (f) not to modify the Handheld Speed Enforcement Units in any way. Customer shall be responsible for any damage to a Handheld Speed Enforcement Unit incurred during the Term, other than reasonable wear and tear.
- 1.4. Termination Fee. If Customer terminates the Agreement for convenience in accordance with Section 3(c) of the Agreement or if Customer elects to return a Handheld Enforcement Unit to Sitestream during the Initial Term, Customer shall pay Sitestream a fee of \$100 per Handheld Speed Enforcement unit provided by Sitestream to Customer for each month that remains in the Initial Term as of the Effective Date of Termination ("Handheld Termination Fee"). There is no Handheld Termination Fee if Customer terminates the Agreement or its use of the Handheld Speed Enforcement Units at the end of the Initial Term or during any Renewal Term.

**EXHIBIT B**

**Description of Initial Number and Location of Stationary Cameras and Number of Handheld Speed Enforcement Devices**

## EXHIBIT C

### **Additional Terms and Conditions for Installation of Camera Poles**

In the event that Sitestream is required to install one (1) or more Camera Poles pursuant to Section 1(b) of the Agreement, the following additional terms and conditions shall apply:

- A. Obtaining Permits. Sitestream shall prepare all permit applications, design drawings and other documents as may be reasonably required by Customer or any other governmental entity for the installation and operation of any applicable Camera Poles. Customer will provide to Sitestream, at no cost, all Customer permits necessary for the installation of Camera Poles provided Sitestream meets the minimum requirements for such permits. Sitestream will use commercially reasonable efforts to obtain any other necessary permits for the Camera Poles from applicable agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the Camera Poles. Customer will reasonably assist Sitestream in securing necessary permits from other governmental agencies, as required
  
- B. Installation. Sitestream will commence installation of the Camera Poles within twenty (20) business days after any and all necessary state, county or other permit applications have been approved and such permits have been received. Sitestream shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits. In the event any permitting agency requires one (1) or more upgrades to any traffic control infrastructure at any enforcement location where the Camera Pole will be installed, such upgrades shall be the sole responsibility of Customer.
  
- C. Restoration of Locations. Upon any expiration or termination of the Agreement, Sitestream shall remove any Camera Poles installed pursuant to this Exhibit B and restore such locations to substantially the same condition as existed prior to such installation. Notwithstanding the foregoing, Sitestream will not remove any pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. Sitestream shall use commercially reasonable efforts such that removal and restoration activities occur within sixty (60) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.

## EXHIBIT D

### **System License and Restrictions**

1. **Grant of License.** Sitestream hereby grants to Customer a non-exclusive, non-transferable, revocable license to use the System in accordance with the terms of this Exhibit C. Any failure of Customer or Customer's Users (as defined below) to comply with this Exhibit C shall constitute a breach of the Agreement by Customer.

2. **Definitions.** For purposes of this Exhibit C:

"Documentation" means the operating manuals, user instructions, technical literature and all other related materials in eye-readable form supplied by Sitestream for aiding the use and application of the Software.

"License" means the license granted in Section 1 of this Exhibit C.

"Users" means the employees and personnel authorized to use the System on behalf of Customer.

"Software" means the computerized traffic management and enforcement software used in connection with the System provided under the Agreement.

3. **Restrictions.**

3.1. Customer shall not:

3.1.1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

3.1.1.1. and except to the extent expressly permitted under this License, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

3.1.1.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

3.1.2. access all or any part of the Software and Documentation in order to build a product or service which competes with the Software and/or the Documentation; or

3.1.3. use the Software and/or Documentation to provide services to third parties; or

3.1.4. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software and/or Documentation available to any third party except the Users, or

- 3.1.5. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this License.
  - 3.2. Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Software and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify Sitestream.
  - 3.3. No copies may be made of the Documentation without the prior written consent of Sitestream. Sitestream will provide Customer with access to the copies of the Documentation embedded in the Software, which contain sufficient information to enable proper use of all the facilities and functions set out in the Specification.
  - 3.4. The parties acknowledge that the Software may be modified by Sitestream's licensor in order to integrate and operate with third party software in accordance with the Agreement.
4. **Security and Control.** Customer must during the continuance of the License:
  - 4.1. effect and maintain adequate security measures to safeguard the usernames and passwords provided by Sitestream to its Users from access or use by any unauthorized person; and
  - 4.2. maintain a full and accurate record of the copying and disclosure of such usernames and passwords, and produce such record to Sitestream on request from time to time.